

# **REQUEST FOR PROPOSALS**

**SAFE CHARLOTTE**  
*(SAFETY AND ACCOUNTABILITY FOR EVERYONE)*  
**PROFESSIONAL CONSULTING SERVICES**

**RFP # 269-2021-055**



**CITY OF CHARLOTTE**  
**NORTH CAROLINA**

**DECEMBER 4, 2020**

**REQUEST FOR PROPOSALS**  
**RFP # 269-2021-055**  
**SAFE Charlotte Professional Consulting Services**

DECEMBER 4, 2020

Dear Sir or Madam:

The City of Charlotte, North Carolina, is now accepting Proposals for SAFE Charlotte Professional Consulting Services. The requirements for submitting a Proposal are stated in the attached Request for Proposals (the "RFP"). Please review them carefully.

As a precautionary measure due to COVID-19 and understanding that some businesses have chosen to suspend employee travel, a video conferencing line has been set up for vendors to attend the Non-Mandatory Pre-Proposal Conference on **DECEMBER 16, 2020 at 10 a.m.** No onsite meeting will be held, and Vendors should not come to the City expecting to attend in person. Below are the details to access the videoconference:

WebEx Meeting Link:

<https://charlotte.webex.com/charlotte/j.php?MTID=m83a9e190c2b6b536a45508794b1ca279>

WebEx Meeting Number:

180 679 9920

WebEx Meeting Password:

vGK5Qx9gy3R

Join by phone:

1-650-479-3207 Call-in toll number (US/Canada)

1-855-244-8681 Call-in toll-free number (US/Canada)

All interested Companies should return a completed Request For Proposals Acknowledgement Form (see Section 6, Form 1) by the date stated in Section 2.1 of this RFP.

An electronic copy of the RFP in Microsoft Word format may be obtained on the City's Contracting Opportunities Site by searching for the RFP Title or Number.

All Proposals are due to City of Charlotte Department of General Services, City Procurement, 3<sup>rd</sup> Floor, CMGC 600 East Fourth Street, Charlotte, North Carolina 28202, no later than **JANUARY 4, 2021 at 11 a.m.** Due to COVID-19 precautionary measures, providers should not hand-deliver proposals to the City Procurement Office and should ensure that all proposals are appropriately tracked with sufficient time for mail delivery to be completed.

One (1) electronic copy of the Proposal on a flash drive in a searchable format such as MS Word or Adobe Acrobat and one (1) original Proposal signed in ink by a company official authorized to make a legal and binding offer must be submitted in a sealed box or opaque envelope plainly marked with the Proposal number and service description as follows:

**Request for Proposals**

**Attention: Shannon Wilson**

**[Name of Company Submitting Proposal]**

**SAFE Charlotte Professional Consulting Services**

**RFP # 269-2021-055**

RFP questions must be directed to Shannon Wilson, Department of General Services – City Procurement, per the enclosed instructions in Section 2.3. The City is an equal opportunity purchaser.

Sincerely,

Kay Elmore  
Chief Procurement Officer

cc: RFP Project Team  
RFP file

### **Checklist for submitting a Proposal:**

**Step 1 – Read the document fully.**

**Step 2 –** If you plan on submitting a Proposal, email **Form 1 in Section 6** to the number or email address listed on the sheet.

**Steps 3 –** If you have any questions send them before the deadline listed in **Section 2.3**.

**If you plan to submit a Proposal, you must follow this checklist and include everything detailed below.**

**Proposal Copies** - Please provide the specified number for each format:

- ☐ 1 Copy on flash drive
- ☐ 1 Copy marked “Original”

**Proposal Format** - Proposals should be formatted as follows:

- ☐ Cover Letter per **Section 4.1.1**
- ☐ Proposed Solution per **Section 4.1.2**
- ☐ **Section 6, Form 2, Addenda Receipt Confirmation**
- ☐ **Section 6, Form 3, Proposal Submission**
- ☐ **Section 6, Form 4, Pricing Worksheet**
- ☐ **Section 6, Form 5, MWSBE Utilization**
- ☐ **Section 6, Form 6, Company Background and Experience**
- ☐ **Section 6, Form 7, References**
- ☐ **Section 6, Form 8, Additional Company Questions**
- ☐ **Section 6, Form 9, Certification Regarding Debarment, Suspension and Other Responsibility Matters**
- ☐ **Section 6, Form 10, Byrd Anti-Lobbying Certification**
- ☐ Exceptions to any part of the RFP (If you take any exceptions to anything in this document list it in a category in your Proposal called “Exceptions” and offer an alternative solution.)

**The above items constitute all that must be included in the Proposal.** If awarded a contract, you will be required to provide an insurance certificate that meets or exceeds the requirements set forth in Section 7.

**It is the Company’s responsibility to check [www.ips.state.nc.us](http://www.ips.state.nc.us) or the City’s [Contract Opportunities Site](#) for any addenda or changes to this Project. Search for bid # 269-2021-055 to find if any documents or changes have been posted.**

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# Section 1

## Introduction and General Information

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### 1. INTRODUCTION.

#### 1.1. Objective.

**The objective of this RFP is to solicit Proposals that will enable the City to determine which Company and Proposed Solution will best meet the City's needs for Professional Consulting Services related to SAFE Charlotte recommendations 2, 3, 4, and 6.**

#### 1.2. Definitions.

As used in this RFP, the following terms shall have the meanings set forth below:

<i>Acceptance:</i>	Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in the Contract.
<i>Affiliates:</i>	Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs services.
<i>BLET:</i>	Refers to Basic Law Enforcement Training.
<i>Biodegradable:</i>	Refers to the ability of an item to be decomposed by bacteria or other living organisms.
<i>Charlotte Business INClusion/CBI:</i>	Refers to the Charlotte Business INClusion office of the City of Charlotte.
<i>Charlotte Business INClusion Policy/CBI Policy:</i>	Refers to the policy adopted by City Council, which seeks to enhance competition in contracting and procurement opportunities for MWSBEs located in the Charlotte Combined Statistical Area.
<i>Charlotte Combined Statistical Area:</i>	Refers to the area consisting of the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union, and the South Carolina counties of Chester, Lancaster, and York; a criterion used by Charlotte Business INClusion to determine eligibility to participate in the program.
<i>City:</i>	Refers to the City of Charlotte, North Carolina.
<i>City Project Manager:</i>	Refers to a specified City employee representing the City's best interests in this Project.
<i>CMPD:</i>	Refers to the Charlotte-Mecklenburg Police Department.
<i>Company:</i>	During the solicitation process, refers to a company that has interest in providing the Services. After the solicitation process, refers to a company that has been selected by the City to provide the Services.
<i>Company Project Manager:</i>	Refers to a specified Company employee representing the best interests of the Company for this Project.
<i>Contract:</i>	Refers to a written agreement executed by the City and the Company for all or part of the Services.

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<i>Deliverables:</i>	Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.
<i>Department:</i>	Refers to a department within the City of Charlotte.
<i>Documentation:</i>	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.
<i>EMTs:</i>	Refers to Emergency Medical Technicians.
<i>Environmentally Preferable Products:</i>	Refers to products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
<i>Evaluation Committee:</i>	Refers to a City-appointed committee that will evaluate Proposals and identify the Company(-ies) best meeting the needs of the City.
<i>Milestones:</i>	Refers to an identified deadline for the completion of specific Services and/or the Acceptance of identified Deliverables, as specified in this RFP.
<i>Minority-owned Business Enterprise/ MBE:</i>	Refers to a business enterprise that: (i) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (ii) is at least fifty-one percent (51%) owned by one (1) or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (iii) has significant business presence in the Charlotte Combined Statistical Area.
<i>MWSBE:</i>	Refers to SBEs, MBEs, and WBEs, collectively.
<i>MWSBE Goal:</i>	If an RFP or Contract has separate Subcontracting Goals for MBEs, WBEs, and/or SBEs, the term MWSBE is a shorthand way to refer collectively to all MBE, WBE, and SBE Goals set for the RFP. In some instances, the City may set one (1) combined goal for MBEs, WBEs, and/or SBEs, in which event the term MWSBE Goal refers to that one (1) combined goal. In the latter instance, calculated as a percentage, the MWSBE Goal represents the total dollars spent with MBEs, WBEs, and SBEs as a portion of the total Proposal amount, including any contingency.
<i>Post-Consumer Recycled Material:</i>	Refers to material and by-products which have served their intended end-use by a consumer and have been recovered or diverted from solid waste. It does not include those materials and by-products generated

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	from, and commonly reused within, an original manufacturing process.
<i>Project:</i>	Refers to the City’s need for a company to provide SAFE Charlotte Professional Consulting Services for the City.
<i>Project Plan:</i>	Refers to the detailed plan for delivery of the Services as described in Section 3, in the form accepted in writing by the City in accordance with the terms of this RFP and resultant Contract.
<i>Proposal:</i>	Refers to the proposal submitted by a Company for the Services as outlined in this RFP.
<i>Recyclability:</i>	Refers to products or materials that can be collected, separated or otherwise recovered from the solid waste stream for reuse, or used in the manufacture or assembly of another package or product, through an established recycling program. For products that are made of both recyclable and non-recyclable components, the recyclable claim should be adequately qualified to avoid consumer deception about which portions or components are recyclable.
<i>Recycled Material:</i>	Refers to material and by-products which have been recovered or diverted from solid waste for the purpose of recycling. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
<i>SAFE Charlotte:</i>	Refers to <i>Safety and Accountability For Everyone</i> , the six recommended public safety measures recommended by Charlotte City Council which comprise a strategy toward reimagining policing and violence prevention. Reports and presentations related to SAFE Charlotte can be found <a href="#">here</a> .
<i>Services:</i>	Refers to the SAFE Charlotte Professional Consulting Services as requested in this RFP.
<i>Small Business Enterprise/SBE:</i>	Refers to a business enterprise that is certified by the City of Charlotte under Part E of the CBI Policy as meeting all of the requirements for SBE certification.
<i>Specifications and Requirements:</i>	Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.
<i>Subcontracting Goal:</i>	Refers to a SBE, MBE, WBE, and/or MWSBE Goal established by the City for an RFP and resulting Contract.
<i>Trade Secrets:</i>	Information of the City or any of its suppliers, contractors or licensors that: (i) derives value from being secret; and (ii) the owner has taken reasonable steps to keep confidential. See N.C. Gen. Stat. § 66-152 et seq. Examples of trade secrets include information relating to



### **Introduction and General Information**

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proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

*Woman-owned  
Business Enterprise/  
WBE:*

Refers to a business enterprise that: (i) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (ii) is at least fifty-one percent (51%) owned by one or more persons who are female; and (iii) has significant business presence in the Charlotte Combined Statistical Area.

*Work Product:*

Refers to the Deliverables and all other programs, algorithms, reports, information, designs, plans and other items developed by the Company in connection with this RFP, and all partial, intermediate or preliminary versions of any of the foregoing.

#### **1.3. Accuracy of RFP and Related Documents.**

Each Company must independently evaluate all information provided by the City. The City makes no representations or warranties regarding any information presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the City will not be bound by or be responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by an addendum issued by the City. Companies may not rely on any oral statement by the City or its agents, advisors, or consultants.

If a Company identifies potential errors or omissions in this RFP or any other related documents, the Company should immediately notify the City of such potential discrepancy in writing. The City may issue a written addendum if the City determines clarification necessary. Each Company requesting an interpretation will be responsible for delivering such requests to the City's designated representative as directed in RFP Section 2.

#### **1.4. City's Rights and Options.**

The City reserves the right, at the City's sole discretion, to take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of the City, including:

- 1.4.1. To supplement, amend, substitute, or otherwise modify this RFP, including the schedule, or to cancel this RFP, at any time;
- 1.4.2. To require any Companies to supplement or clarify its Proposal or provide additional information relating to its Proposals;
- 1.4.3. To investigate the qualifications, experience, capabilities, and financial standing of each Company submitting a Proposal;
- 1.4.4. To waive any defect or irregularity in any Proposal received;
- 1.4.5. To reject any or all Proposals;
- 1.4.6. To share the Proposals with City employees and contractors in addition to the Evaluation Committee as deemed necessary by the City;
- 1.4.7. To award all, none, or any part of the Services and enter into Contracts with one or more of the responding Companies deemed by the City to be in the best interest of the City, which may be done with or without re-solicitation;

# Section 1

## Introduction and General Information

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- 1.4.8. To discuss and negotiate with any Company(-ies) their Proposal terms and conditions, including but not limited to financial terms; and
- 1.4.9. To terminate discussions and negotiations with any Company at any time and for any reason.

### **1.5. Expense of Submittal Preparation.**

The City accepts no liability, and Companies will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs related to Proposal submission, submission of written questions, attendance at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.

### **1.6. Proposal Conditions.**

The following terms are applicable to this RFP and the Company's Proposal.

#### **1.6.1. RFP Not an Offer.**

This RFP does not constitute an offer by the City. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the City unless the City and the Company execute a Contract. No recommendations or conclusions from this RFP process concerning the Company shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.

#### **1.6.2. Trade Secrets and Personal Identification Information.**

##### Definition.

Upon receipt by City Procurement, all materials submitted by a Company (including the Proposal) are considered public records except for (1) material that qualifies as "trade secret" information under N.C. Gen. Stat. § 66-152 et seq. ("Trade Secrets") or (2) "personally identifiable information" protected by state or federal law, to include, but not be limited to, Social Security numbers, bank account numbers, and driver's license numbers ("Personally Identifiable Information" or "PII").

##### Instructions for Marking and Identifying Trade Secrets.

If any Proposal contains Trade Secrets or PII, such Trade Secrets and PII must specifically and clearly be identified in accordance with this Section 1.6.2 by clearly separating them from the rest of the Proposal. For hard copy documents, it must be submitted in a separate, sealed envelope, marked either "Personally Identifiable Information – Confidential" or "Trade Secret—Confidential and Proprietary Information." For electronic submissions it must also be submitted on a separate flash drive. In both hard copy or electronic format, the confidentiality caption stated above must appear on each page of the Trade Secret or PII materials.

##### Availability of Proposals to City Staff and Contractors.

By submitting a Proposal, each Company agrees that the City may reveal any Trade Secret materials and PII contained therein to all City staff and City officials involved in the selection process, and to any outside consultant or other third parties who serve on the Evaluation Committee or who are hired or appointed by the City to assist in the evaluation process.

##### Availability of Proposals via Public Records Requests.

Any person or entity (including competitors) may request Proposals submitted in response to an RFP. Only those portions of RFPs properly designated as Trade Secret or PII are not subject to disclosure. The public disclosure of the contents of a

# Section 1

## Introduction and General Information

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Proposal or other materials submitted by a Company is governed by N.C. Gen. Stat. §§ 132 and 66-152, et seq.

When determining whether to mark materials as Trade Secret, please note the following:

- Entire Proposals may not be marked as Trade Secret
- Pricing may not be marked as Trade Secret

The City may disqualify and Company that designates its entire Proposal as a trade secret, or any portion thereof that clearly does not qualify under applicable law as a Trade Secret or PII. Each Company agrees to indemnify, defend, and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the Company has designated as a Trade Secret or PII. This includes an obligation on the part of the Company to defend any litigation brought by a party that has requested Proposals or other information that the Company has marked Trade Secret or PII.

1.6.3. Amendments to RFP.

If the City amends this RFP, addenda will be posted to the IPS website at [www.ips.state.nc.us](http://www.ips.state.nc.us) and the City's [Contract Opportunities Site](#). Companies are required to acknowledge receipt of each addendum by including the Addenda Receipt Confirmation Form (Section 6, Form 2) with their Proposals.

1.6.4. Proposal Terms Firm and Irreversible.

The signed Proposal shall be considered a firm offer on the part of the Company. The City reserves the right to negotiate price and other terms. All Proposal elements (including all statements, claims, declarations, prices, and specifications) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by the City. The Company chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contract, either in part or in its entirety, at the City's election.

1.6.5. Proposal Binding for 180 Days.

Section 6, Form 3 contains a statement to the effect that the Proposal is a firm offer for one-hundred-eighty (180) calendar day period from the date of the opening. This statement must be signed by an individual authorized to bind the Company. All prices quoted shall be firm and fixed for the full Contract period. The City shall have the option to accept subject to exception by Contract.

1.6.6. Charlotte Business INclusion Program.

Pursuant to Charlotte City Council's adoption of the Charlotte Business INclusion (CBI) Policy, the CBI program promotes diversity, inclusion, and local business opportunities in the City's contracting and procurement process for Minority-owned, Woman-owned, and Small Business Enterprises (MWSBEs) with a significant business presence in the Charlotte Combined Statistical Area. The CBI Policy is posted at [www.charlottebusinessinclusion.com](http://www.charlottebusinessinclusion.com).

The City is committed to promoting opportunities for maximum participation of certified MWSBEs on City-funded contracts at both the prime and subcontract level. For MWSBE participation to count towards a Subcontracting Goal, MWSBEs must meet both the certification and geographic requirements as detailed throughout this solicitation and in the CBI Policy.

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**The Subcontracting Goal for this Project has been set at 20% and may be met with MBE(s), SBE(s) or a combination of the two.** The Company is required to submit Section 6, Form 5 attached herein. Failure to submit this form with the Proposal shall render the Proposal non-responsive.

- 1.6.7. Subcontracting.  
The Company given contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Company shall remain the prime contractor and will assume all responsibility for the performance of the Services that are supplied by all subcontractors. The City retains the right to approve all subcontractors.
- 1.6.8. Equal Opportunity.  
The City has an equal opportunity purchasing policy. The City seeks to ensure that all segments of the business community have access to supplying the goods and services needed by City programs. The City provides equal opportunity for all businesses and does not discriminate against any Companies regardless of race, color, religion, age, sex, and national origin or disability.
- 1.6.9. Use of City's Name.  
No advertising, sales promotion, or other materials of the Company or its agents or representatives may identify or reference the City in any manner absent the prior written consent of the City.
- 1.6.10. Withdrawal for Modification of Proposals.  
Companies may change or withdraw a previously-submitted Proposal at any time prior to the Proposal due date. Only formal written requests addressed in the same manner as the Proposal and received by the City prior to the Proposal due date will be accepted. The request must be in a sealed envelope that is plainly marked **"Modifications to Proposal."** No oral modifications will be allowed. If the Company complies with this Section, after the Proposal due date, the Proposal, will be withdrawn or corrected in accordance with the written request(s).
- 1.6.11. No Bribery.  
In submitting a response to this RFP, each Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the City in connection with the Contract.
- 1.6.12. Exceptions to the RFP.  
Other than exceptions that are stated in compliance with this Section and Section 4.1.4, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP including the Sample Contract language included in Section 7. An "exception" is defined as the Company's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP including the Sample Contract language included as in Section 7. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Company provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Company's solution, must be described in detail.
- 1.6.13. Fair Trade Certifications.  
By submitting a Proposal, the Company certifies that:

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- The prices in its Proposal have been arrived at independently, without consultation, communication, or agreement with anyone, as to any matter relating to such prices for the purpose of restricting competition;
- Unless otherwise required by law, the prices quoted in its Proposal have not been knowingly disclosed by the Company and will not knowingly be so disclosed prior to the Proposal due date; and
- No attempt has been made or will be made by the Company to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

1.6.14. Companies' Obligation to Fully Inform Themselves.

Companies or their authorized representatives must fully inform themselves as to all conditions, requirements, and specifications of this RFP before submitting Proposals. Failure to do so will be at the Company's own risk.

## Section 2

### Procurement Process

#### 2. PROCUREMENT PROCESS.

This Section 2 contains information about the procurement process for this Project.

##### 2.1. Schedule and Process.

The following chart shows the schedule of events for the conduct of this RFP. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the Sections that follow:

DATE	EVENT
December 4, 2020	<i>Issuance of RFP.</i> The City issues this RFP.
December 11, 2020	<i>Request for Proposals Acknowledgement.</i> Companies that intend to submit a Proposal shall submit the RFP Acknowledgement Form on this date to the email listed in Section 2.3.
December 11, 2020	<i>Submission of Written Questions Prior to Pre-Proposal Conference.</i> Companies are permitted to submit written questions for purposes of clarifying this RFP. All submissions must be pursuant to the instructions in Section 2.3 by 12 p.m.
December 16, 2020	<i>Non-Mandatory Pre-Proposal Conference</i> to be held via WebEx as indicated in Section 2.4 at 10 a.m.
January 4, 2021	<i>Proposal Submission.</i> Proposals are due by 11 a.m. at City Procurement, CMGC 3 <sup>rd</sup> Floor.
January 5, 2021 – January 18, 2021	<i>Evaluation.</i> The Evaluation Committee will assess each Proposal and conduct evaluation activities with Companies. Interviews and/or presentations may be scheduled with shortlisted companies as deemed necessary by the Evaluation Committee.
February 1, 2021	<i>Services Commence.</i> Company begins providing the Services.

##### 2.2. Intent to Propose.

Please acknowledge receipt of this RFP via email by **DECEMBER 11, 2020** using the Request for Proposals Acknowledgement Form located in Section 6, Form 1. Complete the form in its entirety advising the City of your firm's intention to submit or not submit a Proposal. Email a copy of the completed and signed form to the email address or number below. The City strongly encourages Companies to submit this form prior to the Pre-Proposal conference but Companies shall not be precluded from submitting a Proposal if they fail to submit this form.

##### 2.3. Interpretations and Addenda.

There are two (2) ways to ask questions about this RFP: (1) submit a question in writing to the Procurement Officer at the e-mail address listed below; or (2) ask a question at the Pre-Proposal Conference. Other than these permitted methods, Companies should refrain from contacting City staff prior to the Proposal deadline. **The City is not bound by any statements, representations or clarifications regarding this RFP other than those provided in writing by the Procurement Officer.**

Shannon Wilson  
City of Charlotte  
City Procurement  
600 East 4<sup>th</sup> Street, CMGC 3<sup>rd</sup> Floor  
Charlotte, NC 28202  
RFP # 269-2021-055

## Section 2

### Procurement Process

E-mail: [shannon.wilson@charlottenc.gov](mailto:shannon.wilson@charlottenc.gov)

When submitting questions, please reference the RFP page, Section number, and Specification (topic) using the following format:

Company Name:			
Page #	Section #	Specification	Company Questions

In order for questions to be addressed at the Pre-Proposal Conference, they must be submitted by **12 p.m. on DECEMBER 11, 2020**.

In the case of questions not submitted by the deadline, the Procurement Officer will, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the Proposal deadline. When responding to Company questions or issuing addenda to the RFP, the City will post the answer or information to the Internet at <http://www.ips.state.nc.us> and the City's [Contract Opportunities Site](#), referencing solicitation # 269-2021-055. Companies are required to acknowledge their receipt of each addenda by including in the Proposal a completed Addenda Receipt Confirmation Form (Section 6, Form 2).

#### 2.4. Pre-Proposal Conference.

As a precautionary measure due to COVID-19 and understanding that some businesses have chosen to suspend employee travel, a video conferencing line has been set up for vendors to attend the Non-Mandatory Pre-Proposal Conference on **DECEMBER 16, 2020 at 10 a.m.** No onsite meeting will be held, and Vendors should not come to the City expecting to attend in person. Below are the details to access the videoconference:

WebEx Meeting Link:

<https://charlotte.webex.com/charlotte/j.php?MTID=m83a9e190c2b6b536a45508794b1ca279>

WebEx Meeting Number:

180 679 9920

WebEx Meeting Password:

vGK5Qx9gy3R

Join by phone:

1-650-479-3207 Call-in toll number (US/Canada)

1-855-244-8681 Call-in toll-free number (US/Canada)

While attendance at the Pre-Proposal Conference is not mandatory, all interested Companies are encouraged to attend. If special accommodations are required for attendance, please notify Shannon Wilson in advance of the conference date and time identifying the special accommodations required.

#### 2.5. Submission of Proposals.

Proposals must be in the format specified in Section 4 of this RFP. One (1) electronic copy on a flash drive in a searchable format such as MS Word or Adobe Acrobat and one (1) original

## Section 2

### Procurement Process

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Proposal signed in ink by a company official authorized to make a legal and binding offer shall be submitted to the address listed in Section 2.3 above by **JANUARY 4, 2021 on or before but no later than 11 a.m.** The original Proposal and digital copy shall be complete and unabridged, and shall not refer to any other copy of the signed and sealed original for any references, clarifications, or additional information.

When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. **Proposals sent by fax or email will not be accepted.**

Do not arrive at City Procurement on the Proposal due date for the purposes of reviewing your competitors' Proposals. The Proposals will not be read aloud or made available to inspect or copy until any trade secret issues have been resolved. All Proposals will be time-stamped upon receipt and held in a secure place until opening.

#### **2.6. Correction of Errors.**

The person signing the Proposal must initial erasures or other corrections in the Proposal. The Company further agrees that in the event of any obvious errors, the City reserves the right to waive such errors in its sole discretion. The City, however, has no obligation under any circumstances to waive such errors.

#### **2.7. Evaluation.**

As part of the evaluation process, the Evaluation Committee may engage in discussions with one or more Companies. Discussions might be held with individual Companies to determine in greater detail the Company's qualifications, to explore with the Company the scope and nature of the required contractual Services, to learn the Company's proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at a Contract that will be satisfactory to the City.

The City may in its discretion require one (1) or more Companies to make presentations to the Evaluation Committee or appear before the City and/or its representatives for an interview. During such interview, the Company may be required to orally and otherwise present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as the City deems appropriate. Companies will be notified in advance of the time and format of such meetings.

Since the City may choose to award a Contract without engaging in discussions or negotiations, the Proposals submitted shall state the Company's best offer for performing the Services described in this RFP.

#### **2.8. Contract Award by Council.**

As soon as practical after opening the Proposals, the name of the apparent successful Company will be submitted to the Council for final approval of award and the Procurement Officer will provide Contract documents to the Company. In the event the Council approval is not received within one hundred eighty (180) calendar days after opening of the Proposals, the Company may request that it be released from the Proposal.

#### **2.9. Vendor Inclusion.**

The City's vendor management philosophy supports a fair, open, and inclusive process that offers the same access and information to all Companies. Although Companies are not required to be registered in the City's vendor registration system prior to submitting a Proposal, in order to execute a contract with the City and receive payment from the City, all Companies must register with the City's vendor registration system.



## **Section 2**

### **Procurement Process**

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Your registration provides the City with baseline information for your company including location, contact and demographic information, as well as your areas of expertise with specific commodity and/or service descriptions. You will also have the opportunity to complete any applicable certifications if your company desires to establish itself as an SBE, MBE, or WBE. The link below will provide you with the opportunity to complete your registration on-line with the City.

<http://charlottenc.gov/vendors>

**3. SCOPE OF SAFE CHARLOTTE PROFESSIONAL CONSULTING SERVICES.**

**3.1. General Scope.**

The Charlotte Mecklenburg Police Department (“CMPD”) consists of 1,900 sworn officers and 539 civilian employees who are committed to preventing crime and enhancing quality of life throughout the City of Charlotte (“city”). As communities across the nation reimagine their police forces, the city seeks to ensure that:

1. The duties assigned to CMPD officers fit within the department’s mission, capabilities, and legal directive;
2. The tactics and procedures emphasized in CMPD’s training curriculum correspond with the situations that officers are most likely to encounter during their service;
3. CMPD’s recruitment efforts match the department’s geographic and demographic diversity goals; and
4. The CMPD application process is efficient and effective.

Other cities, such as Eugene, OR and Austin, TX have demonstrated that social workers and mental health clinicians may be especially well-suited to respond to certain calls for service related to mental health crises and homelessness. While the specific needs of Eugene and Austin differ from those of Charlotte, these cities and others offer a framework for how civilian response units can support the invaluable work of the police. The city, alongside the community, has also expressed interest in identifying alternative, civilian response for some low-risk, low-priority duties, freeing officers to focus on public safety and relationship-building in the community. To ensure that CMPD is recruiting and retaining a diverse pool of highly qualified candidates, the city is also analyzing the department’s recruitment and training procedures, as well as incentives for officers to live in the communities they serve.

The SAFE Charlotte report, adopted by the city on October 26, 2020, is a summary of the city’s past actions and future goals to reimagine CMPD. Included in the report are six recommended immediate actions the city can take to implement these goals. The city is seeking one or more partners to provide services associated with four of these recommendations.

While the city is flexible with respect to certain elements of the SAFE Charlotte Professional Consulting Services, the city has specific requirements and preferences for the Service delivery method. Consultants may submit a proposal that addresses all scopes contained herein or may choose to submit a proposal that addresses only Section 3.2. Recommendations 2 and 4, Section 3.3. Recommendation 3, Section 3.4. Recommendation 6 – Recruitment/Residency, or Section 3.5. Recommendation 6 – Training Academy, or any combination of these scopes. Please clearly indicate in your proposal which scopes the Company is addressing.

**3.2. Recommendations 2 and 4.**

**3.2.1. General Scope.**

The city is seeking services to provide external analysis of potential civilian response models to calls for service in the city. The service provider will work with CMPD to research, analyze, and develop recommendations for transitioning certain police duties to civilian response models. Demonstrated experience working with the public safety and mental health sectors is preferred. Ultimately, the service provider is to provide the city with:

1. Recommended options for implementing a civilian response model for calls for service related to mental health crises, substance abuse, and homelessness; and
2. A comprehensive recommendation to transition other low-risk, low-priority calls for service to civilian units or another service provider.

## Section 3

### Scope of Services

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Both deliverables are to include implementation process considerations and resources needed. This work will address Recommendations 2 and 4, as adopted in the SAFE Charlotte report by Charlotte City Council on October 26, 2020.

#### **3.2.2. Project Tasks.**

Major duties will include, but are not limited to:

1. Analysis of calls for service data, with a focus on low-risk, low-priority calls for service and calls related to mental health crises, substance abuse, and homelessness. This analysis will include a separate breakdown of low-risk, low-priority calls for service, and calls related to mental health, substance abuse, and homelessness crises by examining the quantity, type, and spatio-temporal variation of calls that can be responded to by:
  - a. CMPD's Community Policing Crisis Response Team;
  - b. A unit of civilian mental health clinicians, social workers, and/or EMTs; and
  - c. A unit of civilian community safety technicians.
2. Engagement with the Charlotte community, in partnership with the city, to determine residents' opinions of potential recommendations.
3. Asset mapping of resources in Charlotte, both internal and external to the city, that have capacity to respond to or assist with such calls. This will involve interviews with city and county public safety departments, local mental healthcare providers, and other organizations.
4. Recommending options for implementing civilian response models for:
  - a. Mental health, substance abuse, and homelessness calls for service; and
  - b. Other low-risk, low-priority calls for service.

#### **3.2.3. General Responsibilities.**

The city shall:

1. Connect service provider with relevant CMPD staff, city and county public safety departments, local mental healthcare providers, and other organizations;
2. Provide calls for service data which includes:
  - a. Low-risk, low-priority calls for service; and
  - b. Calls related to mental health, substance abuse, and homelessness crises;
3. Provide general information on CMPD's Community Policing Crisis Response Team;
4. Provide general information on civilian community safety technicians;
5. Provide general information on local, state, and federal statutes, regulations, and ordinances that govern the city's response to calls for service;
6. Provide policies, standard operating procedures, and other directives related to asset mapping of resources internal to the city; and
7. Provide the service provider with prompt and comprehensive responses to inquiries and issues.

The provider shall:

1. Perform all other research and analysis specified in the Scope of Work;
2. Develop all recommendations, plans, and assessments identified in the Scope of Work;
3. Prepare all reports, presentations, and other materials identified in the Scope of Work;
4. Coordinate with city staff regarding the format, scope, and field of any data the service provider needs from the city; and
5. Conform to city guidelines regarding sharing and reporting of publicly identifiable data.

**3.2.4. Outcomes and Recommendations.**

The service provider will submit a final report to the City Manager's Office that will include:

1. Recommendations for: (1) Implementing a civilian response model for calls for service related to mental health crises, substance abuse, and homelessness; and (2) Transitioning other low-risk, low-priority calls for service to civilian units or another service provider. In preparing these recommendations, the service provider should consider:
  - a. The pros and cons of implementing an internal (city-operated) vs. external (partner-operated) response model.
  - b. The physical location of personnel, and how this affects the cost and provision of the service.
  - c. The organizational location of the response model in Charlotte's existing departmental structure (if applicable).
  - d. Staffing requirements to respond to the current volume of such calls.
  - e. How demand for the response model may vary across different timescales (i.e., daily, weekly, and yearly) and geography.
  - f. If it is determined CMPD would oversee this function, a review of CMPD policies to identify and incorporate new services into the current scope and responsibilities of policies.
  - g. Potential dispatch methods for the response model, how they would coordinate with the existing emergency and non-emergency dispatch infrastructure in Mecklenburg County, and potential training needed for existing dispatch operators.
  - h. A cost-benefit analysis of having a civilian vs. police response to such calls.
  - i. Ongoing performance measures and evaluation methods to monitor the response model's effectiveness.
  - j. The Job Description for responders in the response model to include background, qualification, and training need for responders in the model.
  - k. A realistic timeline for implementing the response model, including a phased implementation or pilot projects if appropriate.
2. A summary of the data, results, and considerations that led to the final recommendations, and the process the service provider used to collect and analyze this data.
3. A summary of the community input process and how the result informed the service provider's recommendation.
4. Strategies to educate Charlotte residents on the recommendations made by the service provider.

**3.2.5. Timeline.**

The service provider shall complete the following:

- i. March 1, 2021 – Present analysis of calls for service to the City Manager's Office and CMPD
- ii. April 1, 2021 – Present preliminary recommendations of possible response models to the City Manager's Office and CMPD, including the estimated cost, implementation schedule, and implementation plan for each recommendation.
- iii. April 15, 2021 – Present draft report to City Manager and CMPD.
- iv. April 22, 2021 – Submit final report.

- v. The service provider may be asked present to the public, stakeholders, and/or City Council with appropriate notice.

**3.3. Recommendation 3.**

**3.3.1. General Scope.**

The city is seeking services to provide an external analysis of CMPD's contacts in the community and conduct an analysis of roles and responsibilities for sworn and civilian staff at CMPD. The service provider will research and analyze quantitative and qualitative data to provide the city with:

1. Recommendations to improve field collection of data at civilian-officer contacts;
2. An assessment of the presence of statistically valid bias in civilian-officer contacts; and
3. An assessment, and recommendations if necessary, of CMPD's ability to identify and address officers who may exhibit bias or disproportionality in their behavior during contact with civilians.
4. Recommendations of services currently performed by CMPD's sworn officers that could be more efficiently delivered by an alternative agency or organization.

This work will address Recommendation 3, as adopted in the SAFE Charlotte report by Charlotte City Council on October 26, 2020.

**3.3.2. Project Tasks.**

The Service Provider shall complete the following:

1. Police-Civilian Contacts Analysis
  - a. Conduct complex statistical analysis (such as regression analysis, incorporating neighborhood characteristics like income, crime rates, etc.) to isolate any potential disparity or inequity in officer-civilian contacts, including answers to the following questions:
    - i. Are there racial disparities in decisions to use force among perceived race of persons stopped when controlling for age, gender, offense type, and neighborhood context (e.g., crime, poverty)?
    - ii. Are there racial disparities in levels of severity of force used among perceived race of persons stopped when controlling for age, gender, offense type, and neighborhood context (e.g., crime, poverty)?
    - iii. Are there racial disparities in use of less lethal or lethal force among of unarmed individuals on whom this level of force was used when controlling for age, gender, and neighborhood context (e.g., crime, poverty)?
    - iv. Are there racial disparities in the frequency of no action stops across perceived race of persons stopped when controlling for neighborhood context (e.g., crime, poverty)?
    - v. Are there racial disparities in the yield rates of contraband found among perceived race of persons stopped when controlling for neighborhood context (e.g., crime, poverty)?
    - vi. Are there racial disparities between perceived race of persons stopped and the result of the stop when controlling for neighborhood context (e.g., crime, poverty)? If so, what is the relationship between perceived race of persons stopped and their rate of arrest?

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- vii. Are there racial disparities in rate of officer requests for consent to search based on the perceived race of persons stopped when controlling for neighborhood context (e.g., crime, poverty)?
  - viii. Are there racial disparities in rate of consent given to search by the perceived race of persons stopped when controlling for neighborhood context (e.g., crime, poverty)?
  - ix. Are there racial disparities between the number of pedestrian and vehicle stops across perceived race of persons stopped compared to their representation in the population when controlling for neighborhood context (e.g., crime, poverty)?
  - x. Is the frequency of pedestrian stops by perceived race equivalent to the proportion of those races represented in the community when controlling for neighborhood context (e.g., crime, poverty)?
  - xi. Is the frequency of vehicle stops by perceived race equivalent to the proportion of those races represented in the community when controlling for neighborhood context (e.g., crime, poverty)?
  - xii. What is the proportion of the number of citizen complaints in the neighborhood to the number of police stops in the same neighborhood when controlling for neighborhood context (e.g., crime, poverty)?
  - xiii. What is the proportion of the number of citizen complaints alleging racial or identity profiling to the number of police stops in the community when controlling for neighborhood context (e.g., crime, poverty)?
  - b. Gather quantitative input from community members and other stakeholders regarding civilian-officer contacts.
  - c. Assess CMPD's field collection of data practices, policies, quality, and use at multiple levels of the organization.
2. Impact of Individual Officer Analysis
- a. Review individual officer data such as civilian interaction outcome, complaints, and stop data.
  - b. Use complex statistical analysis (regression or other techniques to compare an officer to other officers with the same demographics, years of service, same shift, same patrol area etc.) to determine if there are certain officer characteristics that are associated with:
    - i. Disparity among outcomes for discretion-related offenses such as speeding, shoplifting, public intoxication, reckless driving, etc.;
    - ii. Disparity among citation, arrest, and use of force;
    - iii. Disparity among source of complaint, reason for complaint, and complainant demographics; and
    - iv. Disparity among engagement types of activities.
  - c. Assess CMPD's ability to identify and address officers who may exhibit bias or dis-proportionality in their behavior during contact with civilians.
  - d. Develop a methodology to reliably and accurately identify individual officer response outliers based upon criteria such as:
    - i. Disparity in outcomes relative to other officers on the same shift and years of service, regardless of contact demographics; and

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- ii. Disparity in outcomes relative to other officers on the same shift and years of service accounting for contact demographics.
- e. Review and evaluate CMPD's policies and strategies to understand if there is potential for any to lead to profiling, disproportionality, or result in other unintended consequences.
- 3. Analysis of Roles and Responsibilities of CMPD
  - a. Conduct an analysis of CMPD staffing including:
    - i. Roles undertaken by sworn and civilian staff
    - ii. Expected impact on workload as a result of re-allocating duties to certain staff
    - iii. Budget implications of re-allocating duties to certain staff
  - b. Conduct an analysis of specific CMPD programs; which will involve data, policy, and funding analysis, and discussion with community partners, including:
    - i. Animal Care and Control
    - ii. Private Vehicle for Hire
    - iii. Electronic monitoring
  - c. Work in partnership with potential consultant(s) on scope of work for recommendations 2 and 4 to determine overall impact of alternative response models on CMPD sworn officer staffing and workload

#### **3.3.3. General Responsibilities**

The city shall:

- 1. Provide policies, standard operating procedures, and other directives related to data collection, officer-civilian contacts, and the early intervention system;
- 2. Provide background information on the use and application of the early intervention system;
- 3. Provide background on potential roles and services to transition from sworn to civilian and/or outside agency responsibility
- 4. Provide stop data which includes:
  - a. Demographic characteristics of officer and subject;
  - b. Time and location of stop; and
  - c. Outcome of stop;
- 5. Provide neighborhood/location-based socio-economic characteristics (crime rates, employment, income etc.);
- 6. Connect the service provider with relevant CMPD staff; and
- 7. Provide the service provider with prompt and comprehensive responses to inquiries and issues.

The service provider shall:

- 1. Perform all other research and analysis specified in the Scope of Work;
- 2. Develop all recommendations, plans, and assessments identified in the Scope of Work;
- 3. Prepare all reports, presentations, and other materials identified in the Scope of Work;
- 4. Coordinate with city staff regarding the format, scope, and field of any data the service provider needs from the city; and
- 5. Conform to city guidelines regarding sharing and reporting on publicly identifiable data.

#### **3.3.4. Outcomes and Recommendations.**

The service provider will submit a final report to the City Manager's Office that will include:

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1. A plan for on-going public reporting of police-civilian contacts, including form, format, and frequency;
2. The extent to which statistically valid racial and implicit bias exists in police-civilian contacts; and
3. Specific recommendations to:
  - a. Eliminate bias in police-civilian contacts, to the extent that it exists;
  - b. Improve and/or streamline the collection of data during a police-civilian contact;
  - c. Improve identification, early intervention, and on-going monitoring of officers who may exhibit bias or disproportionality;
  - d. Optimally and efficiently allocate sworn and civilian staff within CMPD; and
  - e. Transition identified CMPD services to alternate agencies or organizations.
4. When making recommendations, the service provider should consider:
  - a. Internal CMPD feedback;
  - b. Budget impacts on both the city and potential external organizations as a result of transitioning services and re-allocating CMPD staff in the short term (less than 2 years) and long term (5+ years);
  - c. Potential service impacts from the perspective of the public as a result of different entities taking on services; and
  - d. Timeline and steps to transition services.

#### **3.3.5. Timeline.**

The service provider shall complete the following:

- i. April 1, 2021 – Present preliminary recommendations of possible response models to the City Manager’s Office and CMPD, including the estimated cost, implementation schedule, and implementation plan for each recommendation.
- ii. April 15, 2021– Present draft report to City Manager and CMPD.
- iii. April 22, 2021 – Submit final report.
- iv. The service provider may be asked present to the public, stakeholders, and/or City Council with appropriate notice

### **3.4. Recommendation 6 -Recruitment/Residency**

#### **3.4.1. General Scope**

The city is seeking services to apply a behavioral science approach to the city’s officer recruitment process and residency incentives. The service provider should have experience applying behavioral science in the public safety, specifically the law enforcement sector and demonstrated impact. This work will address Recommendation 6, as adopted in the SAFE Charlotte report by Charlotte City Council on October 26, 2020.

#### **3.4.2. Project Tasks**

The Service Provider shall complete the following:

1. Recruitment
  - a. Analyze the city’s recruitment process from original solicitation through to candidate selection at the Police Academy, with consideration given to:
    - i. Where and why potential candidates voluntarily or involuntarily drop out of the application process;
    - ii. Performance of different demographic groups throughout the application process and at the Police Academy;



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- iii. Likelihood of a candidate successfully completing the Police Academy and likelihood of retaining that officer for at least five years; and
    - iv. Administrative or applicant steps that can be eliminated or consolidated without adverse impacts.
  - b. Include qualitative research through interviews, focus groups, and surveys with groups such as:
    - i. Candidates who applied, but never followed through with application;
    - ii. Candidates who voluntarily or involuntarily did not complete the application process;
    - iii. Candidates who started, but did not complete the Police Academy;
    - iv. Officers who separated from CMPD in less than five years; and
    - v. CMPD Sworn and civilian staff who administer or oversee the recruitment process.
  - c. Develop at least two pilot projects related to the recruitment process designed to:
    - i. Increase the success rate and retention of qualified candidates; and
    - ii. Increase diversity in CMPD sworn staff.
- 2. Residency
  - a. Analyze the city's current residency incentives, with consideration given to:
    - i. Incentives offered by peer cities;
    - ii. The effectiveness of current incentives; and
    - iii. Legal restrictions and opportunities.
  - b. Include qualitative research through interviews, focus groups, and surveys with:
    - i. Officers who moved out of Charlotte;
    - ii. Officers who live in Charlotte;
    - iii. Officers who moved into Charlotte; and
    - iv. Officers who are considering a move outside of Charlotte.
  - c. Develop and test at least two concepts related to residency incentives.

#### **3.4.3. General Responsibilities**

The city shall:

- 1. Provide demographic data for the following groups:
  - a. Individuals who have applied to be a police officer in Charlotte;
  - b. Individuals who applied to be a police officer in Charlotte but dropped out during the application process. When possible, the city will also provide these individuals' reasons for dropping out;
  - c. Individuals who started, but did not complete the Police Training Academy; and
  - d. Officers who separated from CMPD within five years of hiring;
- 2. Provide an overview of current recruitment and marketing efforts, as well as the application process;
- 3. Connect the service provider with appropriate CMPD staff;
- 4. Provide CMPD's recruitment budget for the past 3-5 years;
- 5. Provide data on officers who have received a residency incentive, a take-home vehicle, or both;
- 6. Research and provide background information on residency incentives from peer cities;
- 7. Identify potential candidates to interview from the following categories:
  - a. Officers who live in Charlotte;
  - b. Officers who live outside of Charlotte;

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- c. Officers who are considering moving into or out of Charlotte; and
8. Provide timely and comprehensive responses to inquiries and issues raised by the service provider.

The service provider shall:

1. Perform all other research and analysis specified in the Scope of Work;
2. Develop all recommendations, plans, and assessments identified in the Scope of Work;
3. Prepare all reports, presentations, and other materials identified in the Scope of Work;
4. Coordinate with city staff regarding the format, scope, and field of any data the service provider needs from the city; and
5. Conform to city guidelines regarding the sharing and reporting of publicly identifiable data.

#### **3.4.4. Outcomes and Recommendations**

The service provider will submit a final report to the City Manager's Office that will include:

1. Data analysis regarding the recruitment and application process, specifically:
  - a. A comparison of the demographic makeup of the applicant pool compared to that of candidates who reach the Police Academy;
  - b. Where and why candidates are voluntarily or involuntarily moving forward with the application process, including demographic information; and
  - c. The ability to predict, through statistics, the likelihood of a candidate to successfully complete the Police Academy and remain an officer with CMPD for at least five years;
2. An outline of the effectiveness of CMPD's current residency incentives; and
3. Recommendations on:
  - a. Opportunities to streamline the application process for candidates;
  - b. Opportunities to streamline the administration of the application process;
  - c. Opportunities to better align the application process with key indicators of candidate and officer success;
  - d. Residency incentives to consider, including the budget impact and expected use of the incentives; and
  - e. The number of recruit classes and recruits per class needed to keep pace with staffing needs, accounting for resignations and retirements within CMPD.

#### **3.4.5. Timeline**

The service provider shall complete the following:

- i. April 1, 2021 – Present preliminary recommendations, including funding and budget implications, to City Manager's Office and CMPD
- ii. April 15, 2021– Present draft report to City Manager and CMPD.
- iii. April 22, 2021 – Submit final report.
- iv. The service provider may be asked present to the public, stakeholders, and/or City Council with appropriate notice

### **3.5. Recommendation 6 - Training Academy**

#### **3.5.1. General Scope**

The City of Charlotte is seeking services to evaluate the curriculum and impact of training at the CMPD Police Academy, and the ongoing training received by officers throughout their career with CMPD, with an emphasis on ensuring training is aligned with job duties. This selected service provider will have an in-depth understanding of law enforcement training, job responsibilities, and demonstrated experience conducting such analysis in other cities. This work will address Recommendation 6, as adopted in the SAFE Charlotte report by Charlotte City Council on October 26, 2020.

**3.5.2. Project Tasks**

The Service Provider shall complete the following:

1. Review the current curriculum and content delivered at the Police Academy with consideration given to:
  - a. Basic Law Enforcement Training (BLET) standards and requirements;
  - b. CMPD's specific training needs;
  - c. Curriculum differences amongst new recruits, intermediate transfers, and lateral transfers; and
  - d. The proportion of training hours relative to proportion of workload.
2. Review on-going training provided throughout an officer's career with CMPD with consideration given to:
  - a. The timing of training in terms of years of service;
  - b. Basic Law Enforcement Training (BLET) standards and requirements; and
  - c. CMPD's specific training needs.
3. Perform qualitative data collection through interviews, focus groups, and/or surveys with stakeholders such as:
  - a. Police Officers who recently graduated from the academy as a new recruit, intermediate transfer, or lateral transfer;
  - b. Officers at various stages of their career;
  - c. CMPD staff administering or overseeing training courses.

**3.5.3. General Responsibilities**

The city shall:

1. Provide training documents, curriculum, policies, and directives related to recruit, lateral, intermediate, and ongoing officer training;
2. Provide Basic Law Enforcement Training standards and CMPD-specific training standards;
3. Provide the city's previous reports and analysis on this topic;
4. Identify officers at various stages of their career with CMPD who may be interviewed by the service provider; and
5. Provide timely and comprehensive responses to inquiries and issues raised by the service provider.

The service provider shall:

1. Perform all other research and analysis specified in the Scope of Work;
2. Develop all recommendations, plans, and assessments identified in the Scope of Work;
3. Prepare all reports, presentations, and other materials identified in the Scope of Work.

**3.5.4. Outcomes and Recommendations**

The service provider will provide a report to the City Manager's Office that will include:

1. An evaluation of the alignment of CMPD's training academy curriculum compared to officers' actual work, knowledge, skills, and abilities;
2. An evaluation of the alignment of CMPD's ongoing training curriculum compared to officers' actual work, knowledge, skills, and abilities;
3. Recommendations to emphasize, add, or reduce certain components of the Police Academy Training Curriculum and ongoing training offered to officers to align with officers' actual work, knowledge, skills, abilities, and expectations.

**3.5.5. Timeline**

The service provider shall complete the following:

- i. April 1, 2021 – Present preliminary recommendations, including funding and budget implications, to City Manager's Office and CMPD

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- ii. April 15, 2021– Present draft report to the City Manager’s Office and CMPD.
- iii. April 22, 2021 – Submit final report.
- iv. The service provider may be asked present to the public, stakeholders, and/or City Council with appropriate notice

## Section 4

### Proposal Content and Format

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#### 4. PROPOSAL CONTENT AND FORMAT.

The City desires all Proposals to be identical in format in order to facilitate comparison. While the City's format may represent departure from the Company's preference, the City requires strict adherence to the format. The Proposal will be in the format described below:

- A. Cover letter;
- B. Proposed Solution;
- C. The "Addenda Receipt Confirmation" set forth in Section 6, Form 2;
- D. The "Proposal Submission" set forth in Section 6, Form 3;
- E. The "Pricing Worksheet" set forth in Section 6, Form 4;
- F. The "MWSBE Utilization" form set forth in Section 6, Form 5;
- G. The "Company's Background Response" form set forth in Section 6, Form 6;
- H. The "References" set forth in Section 6, Form 7;
- I. The "Additional Company Questions" set forth in Section 6, Form 8;
- J. The "Certification Regarding Debarment, Suspension and Other Responsibility Matters" set forth in Section 7, Form 9;
- K. The "Byrd Anti-Lobbying Certification" set forth in Section 7, Form 10; and
- L. Exceptions to the Remainder of the RFP, including the Sample Contract in Section 7.

The City encourages Proposals to be compatible with the City's waste reduction goals and policies. Therefore, it is desired that all responses meet the following requirements:

- All Proposals be printed in 8 1/2" x 11" format with all standard text no smaller than eleven (11) points;
- All copies be printed double-sided;
- All copies be printed on recycled paper (at least 30% post-consumer recovered material and at least 30% total recovered material);
- Unless necessary, all Proposal originals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as 3-ring binders, plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Glued materials, paper clips, and staples are acceptable; and
- Materials be submitted in a format that allows for easy removal and recycling.

Proposals must also include a flash drive including the entire Proposal in a searchable format such as MS Word or Adobe Acrobat.

**Companies are required to organize the information requested in this RFP in accordance with the format and instructions outlined above and detailed below. Failure to do so may result in the City, at its sole discretion, deeming the Proposal non-responsive. The Company, however, may reduce the repetition of identical information within several sections of the Proposal by making the appropriate cross-references to other sections of the Proposal. Appendices for certain technical or financial information may be used to facilitate Proposal preparation.**

##### 4.1. Proposal Content.

###### 4.1.1. Cover Letter.

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents. The cover letter shall provide the name, address, telephone and facsimile numbers of the Company along with the name, title, address, email address, and telephone numbers of the executive that has the authority to contract with the City. The cover letter shall present the Company's understanding of the Project and a summary of the approach to perform the Services.

## Section 4

### Proposal Content and Format

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**4.1.2.** Proposed Solution.

Given the purpose of this Project and the City's goals as stated in this RFP, provide a creative solution to meet such goals. **For each component of the Project described in Section 3, state whether and how your Proposed Solution complies as well as any additional information requested.** If you wish to add supplemental information, it shall be labeled "Supplemental Information."

**4.1.3.** Required Forms.

To be deemed responsive to this RFP, Companies must complete, in detail, all Proposal Forms listed in this Section 4, items numbered C through K.

**4.1.4.** Exceptions to the RFP.

Exceptions must be submitted in accordance with Section 1.6.12 of this RFP. If exceptions are not identified in your Proposal they may not be considered during Contract negotiation and could result in Proposal being rejected from further consideration. If legal counsel needs to review the Sample Contract prior to signature, reviews must be completed before your Proposal is submitted.

The City intends to enter into a City-drafted Contract with the successful Company that contains the terms and conditions set forth in Section 7 ("Sample Terms"). The number and extent of any exceptions and proposed additions to the Sample Terms will be one of the City's evaluation criteria.

Accordingly, each Company must state specifically in its Proposal any exceptions to the Sample Terms, or any such exceptions will be waived. Any Company-proposed additional terms or conditions must also be included in the Proposal, and the City reserves the right to refuse consideration of any terms not so included. Any proposed changes to the Sample Terms after tentative contract award may constitute a material change to the Company's Proposal and be grounds for revoking the award.

Notwithstanding the foregoing, the City reserves the right to modify the Sample Terms prior to or during contract negotiations if it is in the City's best interest to do so.

## **Section 5**

### **Evaluation Criteria**

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#### **5. PROPOSAL EVALUATION CRITERIA.**

Proposals will be evaluated based on the Company's ability to meet the performance requirements of this RFP. This section provides a description of the evaluation criteria that will be used to evaluate the Proposals. To be deemed responsive, it is important for the Company to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. The Company's Proposal will be the primary source of information used in the evaluation process. Proposals must contain information specifically related to the proposed Services and requested herein. Failure of any Company to submit information requested may result in the elimination of the Proposal from further evaluation.

Proposals will be assessed to determine the most comprehensive, competitive and best value solution for the City based on, but not limited to, the criteria below. The City reserves the right to modify the evaluation criteria or waive portions thereof. Proposals will be evaluated on the following major categories:

- a. Qualifications, Experience, And Approach;
- b. Cost Effectiveness and Value;
- c. MWSBE Inclusion Efforts; and
- d. Acceptance of the Terms of the Contract

##### **5.1. Qualifications, Experience, and Approach.**

Companies will be evaluated based upon their understanding, experience and qualifications in performing the same or substantially similar Services, as reflected by its experience in performing such Services. The evaluation will include references regarding work for organizations with needs similar to the City's, and the feasibility of the Company's approach for the provision of the Services.

###### **5.1.1. Interviews and Demonstrations.**

Each Company's proposed solution may be evaluated in part on a presentation and/or demonstration provided to the City's Project Team, as deemed necessary by the Evaluation Committee.

##### **5.2. Cost Effectiveness and Value.**

Under this criterion, Proposals will be compared in terms of the most reasonable and effective pricing options. The Evaluation Committee will also take into consideration any indirect costs associated with the Services and administration of the Contract.

##### **5.3. MWSBE Inclusion Efforts.**

The City maintains a strong commitment to the inclusion of MWSBEs in the City's contracting and procurement process. For the purposes of this RFP, the City will consider a Company's MSBE certification and/or MSBE subcontracting inclusion efforts. To count towards a Subcontracting Goal, MSBE-certified Companies and/or their MSBE subcontractors must meet the following certification criteria prior to Proposal submission:

- Be designated as a City-certified MSBE; and/or
- Be designated as a City-registered MSBE

MSBE utilization is only one (1) criterion considered in the totality of all criteria listed in this Section 5.

##### **5.4. Acceptance of the Terms of the Contract.**

The City will evaluate the Proposals for compliance with the terms, conditions, requirements, and specifications stated in this RFP including the sample contract language provided in Section 7. Regardless of exceptions taken, Companies shall provide pricing based on the requirements

## **Section 5**

### **Evaluation Criteria**

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and terms set forth in this RFP. Exceptions shall be identified in accordance with Sections 1.6.12 and 4.1.4 of this RFP.



## Section 6 Required Forms

### REQUIRED FORM 1 – REQUEST FOR PROPOSALS ACKNOWLEDGEMENT RFP # 269-2021-055

#### SAFE Charlotte Professional Consulting Services

The Company hereby certifies receipt of the Request for Proposals for the City of Charlotte, North Carolina RFP #269-2021-055, SAFE Charlotte Professional Consulting Services. This form should be completed upon receipt of the City's Request for Proposals and emailed in time for the City to receive it by or before **DECEMBER 11, 2020**. Failure to submit this form by the designated date shall not preclude the Company from submitting a proposal. Please email the completed Request for Proposals Acknowledgement Form to the attention of:

Shannon Wilson  
Department of General Services – City Procurement  
Email: [Shannon.wilson@charlottenc.gov](mailto:Shannon.wilson@charlottenc.gov)

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact E-mail Address: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Please check the appropriate space below and provide the requested information:

\_\_\_\_\_ We **plan** to attend the Pre-Proposal Conference and **plan** on submitting a Proposal

Indicate number of attendees: In-Person \_\_\_\_\_ Via Teleconference \_\_\_\_\_

\_\_\_\_\_ We **do not plan** to attend the Pre-Proposal Conference but **plan** on submitting a Proposal

Reason: \_\_\_\_\_

\_\_\_\_\_ We **do not plan** to attend the Pre-Proposal Conference and **do not plan** on submitting a Proposal

Reason: \_\_\_\_\_

**Section 6**  
**Required Forms**

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**REQUIRED FORM 2 – ADDENDA RECEIPT CONFIRMATION**  
**RFP # 269-2021-055**

**SAFE Charlotte Professional Consulting Services**

Please acknowledge receipt of all addenda by including this form with your Proposal. All addenda will be posted to the NC IPS website at [www.ips.state.nc.us](http://www.ips.state.nc.us) and the City's Contract Opportunities Site at <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>.

**ADDENDUM #:**

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**DATE ADDENDUM  
DOWNLOADED FROM NC IPS:**

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I certify that this proposal complies with the Specifications and conditions issued by the City except as clearly marked in the attached copy.

\_\_\_\_\_  
(Please Print Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

## Section 6

### Required Forms

#### REQUIRED FORM 3 – PROPOSAL SUBMISSION FORM RFP # 269-2021-055

##### SAFE Charlotte Professional Consulting Services

This Proposal is submitted by:

Company Legal Name: \_\_\_\_\_

Representative (printed): \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone: \_\_\_\_\_

(Area Code) Telephone Number

The representative signing above hereby certifies and agrees that the following information is correct:

1. In preparing its Proposal, the Company has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in or condoned prohibited discrimination.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Proposal submitted by the Company on this Project and to terminate any contract awarded based on such Proposal.
4. As a condition of contracting with the City, the Company agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Company further agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the bid submitted by the Company or terminate any contract awarded on such proposal.
5. As part of its Proposal, the Company shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Company in a legal or administrative proceeding alleging that the Company discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

## Section 6

### Required Forms

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6. The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.
7. None of Company's or its subcontractors' owners, employees, directors, or contractors will be in violation of the City's Conflict of Interest Policy for City, Secondary and Other Employment Relationships (HR 13) if a Contract is awarded to the Company.
8. It is understood by the Company that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and resolicit this RFP.
9. This Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

I, the undersigned, hereby acknowledge that my company was given the opportunity to provide exceptions to the Sample Contract as provided in the RFP. As such, I have elected to do the following:

☐ Include exceptions to the Sample Contract in the following section of my Proposal: \_\_\_\_\_

☐ Not include any exceptions to the Sample Contract.

I, the undersigned, hereby acknowledge that my company was given the opportunity to indicate any Trade Secret materials or Personally Identifiable Information ("PII") as detailed in Section 1.6.2. I understand that the City is legally obligated to provide my Proposal documents, excluding any appropriately marked Trade Secret information and PII, upon request by any member of the public. As such, my company has elected as follows:

☐ The following section(s) of the of the Proposal are marked as Trade Secret or PII: \_\_\_\_\_

☐ No portion of the Proposal is marked as Trade Secret or PII.

**Representative (signed):** \_\_\_\_\_

## Section 6 Required Forms

### REQUIRED FORM 4 – PRICING WORKSHEET RFP # 269-2021-055

#### SAFE Charlotte Professional Consulting Services

Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP. Pricing must be all-inclusive and cover every aspect of the Project. Cost must be in United States dollars. **If there are additional costs associated with the Services, please add to this chart. Your Price Proposal must reflect all costs for which the City will be responsible.**

For purposes of this RFP, assume an initial term of five (5) months with no renewal terms.

**Companies should submit the following pricing information:**

- Pricing tables below for each project/scope for which they are proposing a solution, assigning a fixed price for each deliverable.
- Rate Card table outlining the hourly rates for each job title or labor category for project staff.
- Project-based budget(s), in the Company's preferred format, which shows the hourly rates of project staff, estimated number of hours to complete each deliverable and the calculation for how the deliverable cost was derived based on these hourly rates.

Recommendations 2 and 4		
Deliverable	Due Date	\$
Presentation of calls for service analysis to City Manager's Office	March 1, 2021	-
Presentation of preliminary recommendations for possible response models to the City Manager's Office and CMPD	April 1, 2021	-
Presentation of draft final report to City Manager and CMPD	April 15, 2021	-
Final Report	April 22, 2021	-

Recommendation 3		
Deliverable	Due Date	\$
Presentation of preliminary recommendations for possible response models to the City Manager's Office and CMPD	April 1, 2021	-
Presentation of draft final report to City Manager and CMPD	April 15, 2021	-
Final Report	April 22, 2021	-

Recommendation 6 – Recruitment/Residency		
Deliverable	Due Date	\$
Presentation of preliminary recommendations	April 1, 2021	-
Draft final report to City Manager and CMPD	April 15, 2021	-
Final Report	April 22, 2021	-

## Section 6

### Required Forms

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Recommendation 6 – Training Academy		
Deliverable	Due Date	\$
Presentation of preliminary recommendations	April 1, 2021	-
Draft final report to City Manager and CMPD	April 15, 2021	-
Final Report	April 22, 2021	-

Rate Card	
Job title/Labor Category	Hourly rate

## Section 6 Required Forms



### REQUIRED FORM 5 – M/W/SBE UTILIZATION RFP # 269-2021-055

#### SAFE Charlotte Professional Consulting Services

The City maintains a strong commitment to the inclusion of MWSBEs in the City's contracting and procurement process when there are viable subcontracting opportunities.

Companies must submit this form with their proposal outlining any supplies and/or services to be provided by each City-certified Small Business Enterprise (SBE), and/or City-registered Minority-owned Business Enterprise (MBE) and Woman-owned Business Enterprise (WBE) for the Contract. If the Company is a City-registered MWSBE, note that on this form.

**The City has set a 20% MSBE Goal for this RFP. Failure to submit this form shall deem a Proposal non-responsive.**

<b>Company Name:</b>	
----------------------	--

Please indicate if **your company** is any of the following:

\_\_\_ MBE    \_\_\_ WBE    \_\_\_ SBE    \_\_\_ None of the above

If your company has been certified with any of the agencies affiliated with the designations above, indicate which agency, the effective and expiration date of that certification below:

Agency Certifying: \_\_\_\_\_ Effective Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Identify outreach efforts that were employed by the firm to maximize inclusion of MWSBEs to be submitted with the firm's proposal (attach additional sheets if needed):

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Identify outreach efforts that will be employed by the firm to maximize inclusion during the contract period of the Project (attach additional sheets if needed):

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*[Form continues on next page]*

## Section 6 Required Forms

List below all **MWSBEs** that you intend to subcontract to while performing the Services:

Subcontractor Name	Description of work or materials	Indicate "M," "S," and/or "W"	City Vendor #

Total MBE Utilization	%
Total WBE Utilization	%
Total SBE Utilization	%
<b>Total MWSBE Utilization</b>	%

**Representative (signed):** \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Representative Name

\_\_\_\_\_  
Estimated Total Contract Value



## **Section 6**

### **Required Forms**

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#### **REQUIRED FORM 6 – COMPANY’S BACKGROUND RESPONSE** **RFP # 269-2021-055**

##### **SAFE Charlotte Professional Consulting Services**

Companies shall complete and submit the form below as part of their response to this RFP. Additional pages may be attached as needed to present the information requested.

1. Company’s legal name.
2. Company Location (indicate corporate headquarters and location that will be providing the Services).
3. How many years has your company been in business? How long has your company been providing the Services as described in Section 3?
4. How many public sector (cities or counties) clients does your company have? How many are using the Services? Identify by name some of the clients similar to City (e.g., similar in size, complexity, location, type of organization).
5. List any projects or services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.
6. List any litigation that your company has been involved with during the past two (2) years for Services similar to those in this RFP.
7. Provide an overview and history of your company.
11. Describe your company’s complete corporate structure, including any parent companies, subsidiaries, affiliates and other related entities.
12. Describe the ownership structure of your company, including any significant or controlling equity holders.
13. Provide a management organization chart of your company’s overall organization, including director and officer positions and names and the reporting structure.
14. Describe the key individuals along with their qualifications, professional certifications and experience that would comprise your company’s team for providing the Services.
15. If the Proposal will be from a team composed of more than one (1) company or if any subcontractor will provide more than fifteen percent (15%) of the Services, please describe the relationship, to include the form of partnership, each team member’s role, and the experience each company will bring to the relationship that qualifies it to fulfill its role. Provide descriptions and references for the projects on which team members have previously collaborated.
16. Explain how your organization ensures that personnel performing the Services are qualified and proficient.
17. Provide information regarding the level of staffing at your organization’s facilities that will be providing the Services, as well as the level of staffing at subcontractors’ facilities, if known or applicable.
19. Describe your security procedures to include physical plant, electronic data, hard copy information, and employee security. Explain your point of accountability for all components of the security process. Describe the results of any third party security audits in the last five (5) years.

## Section 6 Required Forms

### REQUIRED FORM 7 – REFERENCES RFP # 269-2021-055

#### SAFE Charlotte Professional Consulting Services

Companies shall complete the form below. The City's preference is for references from organizations of similar size or where the Company is performing similar services to those described herein. If such references are not available, individuals or companies that can speak to the Company's performance are adequate.

#### REFERENCE 1:

Name of Client: \_\_\_\_\_ Main Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact E-mail: \_\_\_\_\_

Service Dates: \_\_\_\_\_

Summary & Scope of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract Value: \$ \_\_\_\_\_

#### REFERENCE 2:

Name of Client: \_\_\_\_\_ Main Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact E-mail: \_\_\_\_\_

Service Dates: \_\_\_\_\_

Summary & Scope of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract Value: \$ \_\_\_\_\_

## Section 6 Required Forms

### REFERENCE 3:

Name of Client: \_\_\_\_\_ Main Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact E-mail: \_\_\_\_\_

Service Dates: \_\_\_\_\_

Summary & Scope of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract Value: \$ \_\_\_\_\_

### REFERENCE 4:

Name of Client: \_\_\_\_\_ Main Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact E-mail: \_\_\_\_\_

Service Dates: \_\_\_\_\_

Summary & Scope of Project: \_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract Value: \$ \_\_\_\_\_

## Section 6 Required Forms

### REFERENCE 5:

Name of Client: \_\_\_\_\_ Main Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact E-mail: \_\_\_\_\_

Service Dates: \_\_\_\_\_

Summary & Scope of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract Value: \$ \_\_\_\_\_

**REQUIRED FORM 8 – ADDITIONAL COMPANY QUESTIONS**  
**RFP # 269-2021-055**

**SAFE Charlotte Professional Consulting Services**

Companies shall include responses to the additional questions posed below. Responses may be provided on a separate sheet provided that such response clearly includes the question reference numbers.

**General Questions:**

1. Prepare and submit a Project Plan to describe all times, tasks and resources associated with the performance of Services.
2. Describe the communications scheme that your organization will use to keep the City informed about the Services.
3. Describe the risks associated with this Contract. What contingencies have been built in to mitigate those risks?

**Local Context Questions (Required for all recommendations):**

1. What is your knowledge of Charlotte-specific issues as it relates to policing and law enforcement?
2. What is your familiarity with the broader environment of community safety, specific to Charlotte? (hospitals, community partners, Mecklenburg County, Sheriff's Office etc.)

**Statistical Analysis Questions (Required for all recommendations):**

1. What is your experience with using socio-economic data in statistical models?
2. How were the results used by a previous client?

**Law Enforcement Familiarity Questions (Required for all recommendations):**

1. Describe your experience working with law enforcement agencies, including other large city agencies and/or agencies in North Carolina.

**Behavioral Science Questions (Required for Recommendation 6 - Recruitment/Residency only):**

1. Describe your experience leveraging behavioral science and economics to deliver a measurable outcome.
2. Describe your experience with implementing low-cost pilot projects.

## Section 6 Required Forms

### REQUIRED FORM 9 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS RFP # 269-2021-055

#### SAFE Charlotte Professional Consulting Services

The bidder, contractor, or subcontractor, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, or managers who will be working under the Contract, or persons or entities holding a greater than (ten percent) 10% equity interest in it (collectively “Principals”):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.

☐ **I hereby certify as stated above:**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

☐ **I am unable to certify to one or more the above statements. Attached is my explanation. [Check box if applicable]**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Section 6

### Required Forms

#### REQUIRED FORM 10 – BYRD ANTI-LOBBYING CERTIFICATION RFP # 269-2021-055

##### SAFE Charlotte Professional Consulting Services

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_ (the "Company") certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
City/State/Zip

## Section 7 Sample Contract

### EXHIBIT A - SAMPLE CONTRACT.

Contract #: {---Contract Number---}

{---Contract Title---}

<b>Effective Date:</b> {---Effective Date---}	<b>City Vendor#:</b> {---Vendor Number---}		
<b>Between the City of Charlotte ("City") and {---Vendor Legal Name---}, ("{---Vendor Reference Name---}") City of Charlotte (the "City")</b>			
This cover sheet (" <b>Cover Sheet</b> ") and each of the attachments listed below (" <b>Attachments</b> ") together comprise a {---Contract Title---} (the " <b>Contract</b> ") entered into as of the <b>Effective Date</b> , between {---Vendor Legal Name---} a {---Vendor State of Incorporation---} {---Vendor Entity Type---} registered to do business in North Carolina and the City of Charlotte, a North Carolina municipal corporation:			
Service Terms General Conditions Price Schedule Scope of Services	Federal Contracting Terms Confidentiality Terms CBI Forms Sample CJIS Addendum		
<b>Term:</b> This Contract will start on the <b>Effective Date</b> and continue through midnight on June 30, 2021 through (the " <b>Initial Term</b> ").			
<p><b>Services.</b> {---Vendor Reference Name---} agrees to perform the services described in the Attachments ("Services") under the terms and conditions set forth in this Contract.</p> <p><b>Compensation.</b> The City will pay for the Services at the rates set forth in the Price Schedule. These rates shall remain firm for the duration of this Contract, unless otherwise stated in the Price Schedule.</p> <p><b>Payment Cap:</b> Notwithstanding any renewal, the City's payment obligations under this Contract shall not exceed: {---Payment Cap---} (the "Payment Cap") absent a written amendment executed by the City.</p> <p><b>Capitalized terms used in this Contract have the meanings assigned in this Contract</b></p>	<p><b>Email invoices to:</b> <a href="mailto:cocap@charlottenc.gov">cocap@charlottenc.gov</a></p> <p>-or-</p> <p>Mail invoices to the following:</p> <p>City of Charlotte A/P Attn: P.O. Box 37979 Charlotte, NC 28237-7979</p> <p>Each invoice shall include the <u>purchase order number and Contract Number</u> and shall be accompanied by a sales tax statement <u>or</u> shall have the sales tax amount shown clearly, along with the invoice total, on the face of the invoice.</p>		
<p><b><u>City Business Contact</u></b></p> <p>Victoria O. Johnson City Manager's Office 600 E 4<sup>th</sup> Street Charlotte, NC 28202 Phone: (704) 336-2241 Email: vojohanson@charlottenc.gov</p>	<p><b><u>Vendor Business Contact</u></b></p> <p>{---Vendor Primary Contact Name---} {---Vendor Legal Name---} {---Vendor Street1---} {---Vendor Street2---} {---Vendor City---}, {---Vendor State/Province---} {---Vendor Postal Code---} Phone: {---Vendor Phone---} Email: {---Vendor E-mail---}</p>		
<p style="text-align: center;">By signing below, the parties accept and agree to the terms set forth in this Contract.</p> <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p><b>{---Vendor Legal Name---}</b></p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____ Date: _____</p> </td> <td style="width: 50%; vertical-align: top;"> <p><b>City of Charlotte</b></p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____ Date: _____</p> </td> </tr> </table>		<p><b>{---Vendor Legal Name---}</b></p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____ Date: _____</p>	<p><b>City of Charlotte</b></p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____ Date: _____</p>
<p><b>{---Vendor Legal Name---}</b></p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____ Date: _____</p>	<p><b>City of Charlotte</b></p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____ Date: _____</p>		



**Section 7**  
**Sample Contract**

<b>RESERVED</b>	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.
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## SERVICE TERMS

This Attachment is incorporated into the {---Contract Title---} (“**Contract**”) between the City of Charlotte (“**City**”) and {---Vendor Legal Name---} (“{---Vendor Reference Name---}”). Capitalized terms not defined in this Attachment will have the meanings stated in the Contract.

1. **Services.** {---Vendor Reference Name---} agrees to perform the services described in the Scope of Services Attachment (the “Services”). Additional Scope of Services Attachments may be added to this Contract by a written amendment, and once added shall become part of the “Services.”

2. **Expenses**

{---Vendor Reference Name---} shall not be entitled to charge the City for any travel, mileage, meals, materials, or other costs or expenses associated with this Contract.

3. **Premium Rates.** Unless explicitly listed in the Price Schedule, {---Vendor Reference Name---} will not charge the City at overtime, emergency, or other premium rates, regardless of the number of hours worked in a given day or week.

4. **Billing Records.** During the term of this Contract and for three (3) years after it terminates, {---Vendor Reference Name---} will keep documentation sufficient to verify the amounts billed to the City. The City has the right to audit {---Vendor Reference Name---}'s time cards, invoices, reports and other documents relating to amounts charged under this Contract, and will not be required to pay for: (a) any time billed that was excessive in light of the result achieved, or (b) any Services that did not meet the standards and requirements referenced in this Contract. {---Vendor Reference Name---} agrees to make such documents available for inspection and copying by the City in Charlotte, North Carolina between the hours of 9:00 a.m. to 5:00 p.m. Monday through Friday, within ten (10) days after the City requests them. The City shall pay its own expenses relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$10,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

5. **Employment Taxes and Employee Benefits.** {---Vendor Reference Name---} acknowledges and agrees that {---Vendor Reference Name---}'s employees and subcontractors are not employees of the City. {---Vendor Reference Name---} represents, warrants, and covenants that {---Vendor Reference Name---} will pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation, and other payments and deductions that are required by law relating to provision of the Services. {---Vendor Reference Name---} shall indemnify, defend, and hold harmless the City and the City's officials, employees and agents from and against any and all claims, losses, damages, fines, penalties, obligations, liabilities and expenses, including but not limited to reasonable attorneys' fees arising from {---Vendor Reference Name---} any claim that an individual performing the Service is an employee of the City.

6. **City Ownership of Work Product.** The City will have exclusive ownership of all reports, documents, designs, ideas, materials, concepts, plans, creative works, software, data, programming

code and other work product developed for or provided to the City in connection with this Contract, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively the “Intellectual Property”). {---Vendor Reference Name---} hereby assigns and transfers all rights in the Intellectual Property to the City. {---Vendor Reference Name---} further agrees to execute and deliver such assignments and other documents as the City may later require to perfect, maintain, and enforce the City's rights as sole owner of the Intellectual Property, including all rights under patent and copyright law. {---Vendor Reference Name---} hereby appoints the City as attorney in fact to execute all such assignments and instruments and agrees that its appointment of the City as an attorney in fact is coupled with an interest and is irrevocable.

7. **License to Use Intellectual Property.** The City grants {---Vendor Reference Name---} a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform this Contract. {---Vendor Reference Name---} may not to use the Intellectual Property for other purposes without the City's prior written consent, and {---Vendor Reference Name---} agrees to treat the Intellectual Property and all City data with the same level of protection that {---Vendor Reference Name---} afford {---Vendor Reference Name---}'s own trade secrets and intellectual property.

8. **Contract Data.** The City shall have exclusive ownership of the following (collectively referred to as “Contract Data”): (a) all data produced or generated under this Contract for the benefit of the City or its customers; and (b) all data provided by, accessed through, or processed for the City under this Contract. {---Vendor Reference Name---} will promptly provide the Contract Data to the City in machine readable format upon the City's request at any time while this Contract is in effect or within three years after this Contract terminates.

9. **Company Will Not Sell or Disclose Contract Data.** {---Vendor Reference Name---} will treat Contract Data as Confidential Information under this Contract. {---Vendor Reference Name---} will not reproduce, copy, duplicate, disclose, or use the Contract Data in any manner except as authorized by the City in writing or expressly permitted by this Contract.

10. **Supporting Data.** If {---Vendor Reference Name---} will be providing work product under this Contract that is based on an analysis of data {---Vendor Reference Name---} will provide the City with all data supporting {---Vendor Reference Name---}'s analysis (“Supporting Data”) in a machine-readable format, together with a written description of the methods of analysis. Excluding Confidential Information of {---Vendor Reference Name---} (as defined in this Contract), the City shall be permitted to reproduce, copy, duplicate, disclose, or use

the Supporting Data for any purpose, and it shall be treated as a public record under North Carolina law.

11. **City Resources.** The City is not required to provide any information, personnel, facilities, or other resources aside from what is specifically required in the Scope of Service unless the City can do so at no cost. When this Attachment requires the City to provide a resource, {---Vendor Reference Name---} shall request it in writing in a timely manner. If {---Vendor Reference Name---} will be delayed in performing due to any failure by the City to provide a resource required by this Contract, {---Vendor Reference Name---} shall promptly notify in writing both the City Business Contact and Official Notice Recipients identified in the General Conditions. Failure or delay by the City to provide required resources will not excuse {---Vendor Reference Name---} from any failure or delay in performance unless {---Vendor Reference Name---} has followed these steps. The duration of any excused delay will be limited to the time period after {---Vendor Reference Name---} has followed these steps.
12. **Compensation for Termination Without Cause.** If the City terminates this Contract without cause, the City shall pay {---Vendor Reference Name---} for Services rendered through the date of termination at the rates set forth in the Price Schedule. The City's obligation to make such payments is conditioned upon {---Vendor Reference Name---} having complied with the Section of General Conditions captioned "Obligations On Termination," and is subject to the City's right to inspect billing records and dispute any charges as provided under this Attachment.
13. **Removal and Replacement of Personnel.** "Key Personnel" are the individuals listed as such on the Scope of Service, and any other individuals whom the City reasonably deems integral to successful performance of the Services. Absent the City's written approval, {---Vendor Reference Name---} will not: (i) remove Key Personnel from performance of this Contract or permit {---Vendor Reference Name---}'s subcontractors to remove Key Personnel from performance of this Contract; or (ii) materially reduce or allow {---Vendor Reference Name---}'s subcontractors to materially reduce the involvement of Key Personnel in performing this Contract. The City will have the right to interview and approve Key Personnel, and also to require the removal and replacement of Key Personnel if the City has reasonable grounds to believe that the individual is not suitable for the assignment, including without limitation insufficient experience, inadequate qualifications, lack of necessary skills, improper conduct, background check results, or other grounds. Upon receipt of a request for rejection, removal, or replacement of an individual, {---Vendor Reference Name---} will promptly comply with the request and provide the City with the requisite background materials for a proposed alternate or successor. If {---Vendor Reference Name---} does not believe the City has reasonable grounds for making the request, {---Vendor Reference Name---} will notify the City in writing and the City will have the right to exercise its termination rights under the Contract, or to suspend the Contract and any payments due until such matter is resolved.
14. **Regeneration of Lost or Damaged Data.** If {---Vendor Reference Name---} loses or damages any data in the City's possession, {---Vendor Reference Name---} will, at {---Vendor Reference Name---}'s own expense, promptly replace or regenerate such data from the City's machine-readable supporting material, or obtain, at {---Vendor Reference Name---}'s own expense, a new machine-readable copy of lost or damaged data from the City's data sources.
15. **City Materials and Data Treated as Confidential.** {---Vendor Reference Name---} will treat as confidential information all data and materials provided by or processed for the City in connection with this Contract. {---Vendor Reference Name---} will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this Contract.
16. **Background Checks.**
  - 16.1. **BACKGROUND CHECKS REQUIRED PRIOR TO WORK.** Prior to starting work under this Contract, {---Vendor Reference Name---} will conduct a background check on each {---Vendor Reference Name---} employee assigned to work under this Contract, and will require its subcontractors (if any) to perform a background check on each of their employees assigned to work under this Contract (collectively, the "Background Checks"). Each Background Check must include: (a) the person's criminal conviction record from the states and counties where the person lives or has lived in the past seven (7) years; and (b) a reference check.
  - 16.2. **NEW CHECKS REQUIRED EACH YEAR AND PRIOR TO NEW PROJECTS.** After starting work under this Contract, {---Vendor Reference Name---} will, on an annual basis, perform a Background Check for each {---Vendor Reference Name---} employee assigned to work under this Contract during that year, and will require its subcontractors (if any) to do the same for each of their employees. If {---Vendor Reference Name---} undertakes a new project under this Contract, then prior to commencing performance of the project {---Vendor Reference Name---} will perform a Background Check for each {---Vendor Reference Name---} employee assigned to work on the project, and will require its subcontractors (if any) to do the same for each of their employees.
  - 16.3. **ADDITIONAL INVESTIGATION OF CERTAIN EMPLOYEES.** If a person's duties under this Contract fall within the categories described below, the Background Checks that {---Vendor Reference Name---} will be required to perform (and to have its subcontractors perform) shall also include the following additional investigation:
    - 16.3.1. If the job duties require driving: A motor vehicle records check.
    - 16.3.2. If the job duties include responsibility for initiating or affecting financial transactions: A credit history check.

16.3.3. If job duties include entering a private household or interaction with children: A sexual offender registry check.

16.3.4. If job duties including performing the services or deliveries to CMPD Facilities:

- Sign the CMPD provided Security Addendum, which will be substantially similar to the Sample CJIS Addendum attached hereto;
- Complete online CJIS training. Training is required every two years and within 6 months after a new employee is hired. {---Vendor Reference Name---} must designate an employee who is responsible for adding new employees and assuring the completion of training requirements. Each employee must have an email address for their CJIS account- it can be a personal account, but is required as part of the login to CJIS Online.

16.4. COMPLIANCE WITH APPLICABLE LAW. {---Vendor Reference Name---} must follow all State and Federal laws when conducting Background Checks, including but not limited to the Fair Credit Reporting Act requirements, and shall require its subcontractors to do the same.

16.5. DUTY TO REPORT INFORMATION TO CITY. {---Vendor Reference Name---} shall notify the City of any information discovered in the Background Checks that may be of potential concern for any reason.

16.6. CHECKS CONDUCTED BY CITY. The City may conduct its own background checks on principals of {---Vendor Reference Name---} as the City deems appropriate. By operation of the public records law, background checks conducted by the City are subject to public review upon request.

## GENERAL CONDITIONS

This Attachment is incorporated into the {---Contract Title---} ("Contract") between the City of Charlotte ("City") and {---Vendor Legal Name---} ("---Vendor Reference Name---"). Capitalized terms not defined in this Attachment will have the meanings stated in the Contract.

1. **PRIORITY OF ATTACHMENTS.** In the event of a conflict among the Attachments, the Federal Contracting Terms shall have first priority, and all other Attachments shall have priority in the order in which they are listed on the Cover Sheet.
2. **INVOICES.** Each invoice sent by {---Vendor Reference Name---} shall detail all Services performed and delivered which are necessary to entitle {---Vendor Reference Name---} to the requested payment under the terms of this Contract. All invoices must include an invoice number and the City purchase order number for purchases made under this Contract. Purchase order numbers will be provided by the City. Invoices must be submitted with lines matching those on the City-provided purchase order.
3. **PAYMENT TERMS.** The City will pay undisputed, properly submitted invoices within sixty (60) days after receipt. As a condition of payment, {---Vendor Reference Name---} must invoice the City for Services within sixty (60) days after the Services are performed. {---Vendor Reference Name---} WAIVES THE RIGHT TO CHARGE THE CITY FOR ANY SERVICES THAT HAVE NOT BEEN INVOICED WITHIN SIXTY (60) DAYS AFTER SUCH SERVICES WERE RENDERED.
4. **TERMINATION FOR CONVENIENCE.** The City may terminate this Contract at any time without cause by giving written notice to {---Vendor Reference Name---}. The City shall pay for Services rendered through the date of termination, subject to {---Vendor Legal Name---}'s compliance with Section 5 of the General Conditions.
5. **TERMINATION FOR CAUSE.** Without limiting any other termination rights set forth in this Contract, either party may terminate this Contract for default if the other party fails to cure a material breach within thirty (30) days after receipt of written notice that identifies the breach and the intent to terminate if not cured. The City may terminate this Contract for default without a cure period if {---Vendor Reference Name---}:
  - 5.1. Fails to obtain, maintain, or provide proof of the insurance policies and endorsements as required by this Contract; or
  - 5.2. Becomes more than ten (10) days late performing the Services; or
  - 5.3. Acts of fails to act in a way that creates a risk to safety or causes or is likely to cause the City to incur property damage, fines, or penalties.
6. **AUTHORITY TO TERMINATE.** Authority to terminate this Contract on behalf of the City rests with the City Manager and Deputy City Manager, or any designee of the forgoing having the same level of delegated signature authority as would have been required to execute the Contract.
7. **OBLIGATIONS ON TERMINATION.** Upon expiration or termination of this Contract, {---Vendor Reference Name---} will promptly provide to the City, at no cost, (i) all data, materials, software, and equipment provided to {---Vendor Reference Name---} by or on behalf of the City; (ii) all deliverables that are completed or in process as of the date of termination; and (iii) a statement of all Services performed through termination, together with such detail and documentation as is otherwise required under this Contract for payment. The expiration or termination of this Contract shall not relieve either party of its obligations regarding "Confidential Information", as defined in the Section titled Confidentiality Terms.
8. **REPRESENTATIONS AND WARRANTIES.** {---Vendor Reference Name---} represents, warrants, and covenants that: (a) all Services and deliverables will meet and comply with Contract requirements, applicable law, and accepted industry standards; (b) each person providing the Services has the qualifications, skills, experience, and knowledge necessary to perform the tasks assigned; (c) no services or deliverables provided under this Contract will infringe or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property rights of any third party; (d) neither the execution nor the performance of this Contract will violate any third party contractual rights; (e) {---Vendor Reference Name---} is a duly organized and validly existing entity of the type set forth in the first paragraph of this Contract, is in good standing under the laws of the state specified in the first paragraph of this Contract, and is registered to do business in North Carolina; and (f) {---Vendor Reference Name---} has the requisite power and authority to execute and perform this Contract. {---Vendor Reference Name---} and each person signing this Contract for {---Vendor Reference Name---} represents and warrants that the execution, delivery, and performance of this Contract have been duly authorized by {---Vendor Reference Name---}. Additional warranties may be set forth in the Attachments.
9. **REMEDIES.**
  - 9.1. **Right to Withhold Payment.** If {---Vendor Reference Name---} breaches any provision of this Contract, the City may elect to withhold all payments due until the breach has been fully cured. {---Vendor Reference Name---} and the City are each entitled to setoff and deduct from any amounts owed to the other party under this Contract all damages and expenses incurred due to the other party's breach.
  - 9.2. **Other Remedies.** The remedies set forth in this Contract are cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other

remedy available at law or in equity. Additional remedies may be set forth in the Attachments.

**9.3. RESERVED.**

10. **INDEMNIFICATION.** To the fullest extent permitted by law, {---Vendor Reference Name---} shall indemnify, defend, and hold harmless the City and the City's officials, employees, and agents from and against any claims, losses, damages, fines, penalties, royalties, obligations, liabilities, and expenses, including but not limited to reasonable attorneys' fees to the extent that they arise from actual or alleged:

- 10.1. Breach of contract, negligence or willful misconduct by {---Vendor Reference Name---} or any of {---Vendor Reference Name---}'s agents, employees, or subcontractors, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness, or disease to any person(s) or damage to or destruction of any property whether real, personal, or intangible, and including data and other intellectual property;
- 10.2. Violation of any federal, state, or local law, ordinance, rule, regulation, guideline, or standard by {---Vendor Reference Name---} or its employees or subcontractors, or by any service, product, or deliverable provided under this Contract;
- 10.3. Violation, misappropriation, or infringement of any copyright, trademark, patent, trade secret, or other proprietary rights with respect to any services products or deliverables provided under this Contract ("Infringement Claims");

If an Infringement Claim occurs, {---Vendor Reference Name---} will either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If {---Vendor Reference Name---} is unable to comply with the preceding sentence within thirty (30) days after the City is directed to cease use of a product or service, {---Vendor Reference Name---} shall promptly refund to the City all amounts paid under this Contract.

In any case in which {---Vendor Reference Name---} provides a defense to the City pursuant to this indemnity, the defense will be provided by attorneys reasonably acceptable to the City. The provisions of this Contract regarding indemnity will survive the expiration or termination of this Contract.

If this Contract is funded in full or in part by federal funds, the indemnity rights granted to the City in this Contract shall also extend to the U.S. Government agency that extends such funding, and to the agency's officers, officials, employees, agents, and independent contractors (excluding {---Vendor Reference Name---}).

**11. INSURANCE.**

{---Vendor Reference Name---} shall purchase and maintain, during the life of this Contract, with an insurance company acceptable to the City and authorized to do business in the State of North Carolina, the following insurance:

(a) Automobile Liability

Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.

(b) Commercial General Liability

Bodily injury and property damage liability as shall protect {---Vendor Reference Name---} and any subcontractor performing work under this Contract from claims of bodily injury or property damage which arise from operation of this Contract whether such operations are performed by Company, any subcontractor or any person directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operation, personal injury liability and contractual liability assumed under the indemnity provision of this Contract.

(c) Workers' Compensation Insurance

Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

(d) Errors & Omissions

Insurance with a limit of not less than \$3,000,000 per claim, \$3,000,000 aggregate as shall protect the contractor and the contractor's employees for negligent acts, errors or omissions in performing the professional services under this contract.

{---Vendor Reference Name---} shall not commence any Services in connection with this Contract until it has obtained all of the foregoing types of insurance and such insurance has been approved by the City. {---Vendor Reference Name---} shall not allow any subcontractor to commence Services on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of {---Vendor Reference Name---} and/or subcontractor providing such insurance.

The City of Charlotte shall be named as additional insured under the commercial general liability insurance for operations and services rendered under this Contract.

Certificates of all required insurance shall be furnished to the City within fourteen (14) calendar days after Contract award and prior to commencing any work. Certificates of insurance shall contain the provision that the City will be given thirty (30) day written notice of any intent to amend or terminate by either the insured or the insuring Company.

Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance shall be furnished to the City.

If any part of the Services under this Contract is sublet, the subcontractor shall be required to meet all insurance requirements as listed above. However, this will in no way relieve {---Vendor Reference Name---} from meeting all insurance requirements or otherwise being responsible for the subcontractor.

12. **NOTICE.** Any notice, consent, waiver, authorization, or approval referenced in this Contract must be in writing, and delivered in person, by U.S. mail, overnight courier or electronic mail to the City and {---Vendor Reference Name---} Contacts identified on the Cover Sheet (or as updated in writing from time to time). Notice of breach, default, termination, prevention of performance, delay in performance, modification, extension, or waiver must also be copied to the recipients listed below (the “**Official Notice Recipients**”), and if sent by electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier:

Victoria O. Johnson	Richard Perlungher
City Manager’s Office	City Attorney’s Office
600 E 4 <sup>th</sup> Street	600 East Fourth Street
Charlotte, NC 28202	Charlotte, NC 28202
(704) 336-2241	(704) 336-6115
vojohnson@charlottenc.gov	rperlungher@cmpd.org

Add Notice Address for
{---Vendor Reference Name---}
Legal Notice Contact

Notice shall be effective upon receipt by the intended recipient. The parties may change their Official Notice Recipients by written notice to the other party.

13. **WORK ON CITY’S PREMISES.** Whenever on City premises, {---Vendor Reference Name---} will obey all instructions and City policies applicable to City employees and contractors that {---Vendor Reference Name---} is made aware of. If {---Vendor

Reference Name---} causes damage to the City’s equipment or facilities, {---Vendor Reference Name---} will promptly repair or replace such damaged items at {---Vendor Reference Name---}’s expense.

14. **NON-APPROPRIATION OF FUNDS.** If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify {---Vendor Reference Name---} of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City that is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

15. **REQUIRED BY CITY ORDINANCE: COMMERCIAL NON-DISCRIMINATION.** The City has adopted a Commercial Non-Discrimination Ordinance that is set forth in Section 2, Article V of the Charlotte City Code, and is available for review on the City’s website (the “Non-Discrimination Policy”). As a condition of entering into this Contract {---Vendor Reference Name---} agrees to comply with the Non-Discrimination Policy, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, {---Vendor Reference Name---} shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers, in connection with a City contract or contract solicitation process, nor shall {---Vendor Reference Name---} retaliate against any person or entity for reporting instances of such discrimination. {---Vendor Reference Name---} shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace.

As a condition of entering into this Contract, {---Vendor Reference Name---} agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty (60) days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Company has used on City contracts in the past five years, including the total dollar amount paid by Company on each subcontract or supply contract. {---Vendor Reference Name---} further agrees to fully cooperate in any investigation conducted by the City pursuant to the City’s Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

{---Vendor Reference Name---} agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

{---Vendor Reference Name---} understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of {---Vendor Reference Name---} from participating in City contracts and other sanctions.

**16. REQUIRED BY STATE LAW.**

a. E-Verify. {---Vendor Reference Name---} will comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.

b. NC Prohibition on Contracts with Companies that Invest in Iran or Boycott Israel. {---Vendor Reference Name---} certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C. Gen. Stat. §147-86.58 (collectively, the "Treasurer's IDA List"); (ii) it has not been designated by the NC State Treasurer pursuant to N.C. Gen. Stat. §147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the "Treasurer's IB List"); and (iii) it will not take any action causing it to appear on the Treasurer's IDA List or the Treasurer's IB List during the term of this Contract.

**17. CHARLOTTE BUSINESS INCLUSION POLICY.** The City has adopted a CBI Policy, which is posted on the City's website at <https://charlottenc.gov/finance/procurement/cbi/Pages/library.aspx>. The parties agree that:

17.1. The terms of the City's CBI Policy, as revised from time to time, together with all rules and guidelines established under such program (collectively, the "CBI Policy") are incorporated into this Contract by reference; and

17.2. A violation of the CBI Policy shall constitute a material breach of this Contract, and shall entitle the City to exercise any of the remedies set forth in the CBI Policy, including but not limited to liquidated damages; and

17.3. Without limiting any of the other remedies the City has under the CBI Policy, the City shall be entitled to withhold periodic payments and final payment due to {---Vendor Reference Name---} under this Contract until the City has received in a form satisfactory to the City all claim releases, payment affidavits, and other documentation required by the City's CBI Policy, and in the event payments are withheld under this provision, {---Vendor Reference Name---} waives any right to interest that might otherwise be warranted on such withheld amount under N.C. Gen. Stat. §143-134.1; and

17.4. The remedies set forth in the CBI Policy shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy; and

17.5. The City will incur costs if {---Vendor Reference Name---} violates the CBI Policy, and such costs are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, {---Vendor Reference Name---} agrees to pay the City liquidated damages at the rates set forth in the CBI Policy.

17.6. {---Vendor Reference Name---} agrees to participate in any dispute resolution process specified by the City from time to time for the resolution of disputes arising from the CBI Policy.

17.7. Nothing in this Section shall be construed to relieve {---Vendor Reference Name---} from any obligation it may have under N.C. Gen. Stat. §143-134.1 regarding the payment of subcontractors.

**18. CHARLOTTE BUSINESS INCLUSION MWSBE UTILIZATION AND REPORTING**

18.1. SUBCONTRACTOR UTILIZATION. {---Vendor Reference Name---} has committed to subcontract for supplies and/or services from City Certified Small Business Enterprises (SBEs), and/or City Registered Minority Business Enterprises (MBEs) and Woman Business Enterprises (WBEs) for the duration of the Contract, as follows:

Total MBE Utilization	%
Total WBE Utilization	%
Total SBE Utilization	%
<b>Total MWSBE Utilization</b>	<b>%</b>

{---Vendor Reference Name---} shall not terminate, replace or reduce the work of an MWSBE without providing written notice to the city as outlined in the CBI Policy. Failure of {---Vendor Reference Name---} to fulfill these utilization requirements shall constitute a material breach of this Contract, and shall entitle the City to exercise any of the remedies set forth in the CBI Policy, including but not limited to liquidated damages.

18.2. LETTERS OF INTENT. {---Vendor Reference Name---} acknowledges that it will be required to execute one or more letters of intent on or prior to the Effective Date. Each letter of intent will list the subcontractor (MWSBE) vendor name and the amount that {---Vendor Reference Name---} has committed to spend with the subcontractor. The letter(s) of intent will be submitted in such format as the City shall determine. {---Vendor Reference Name---} consents to submit its letter(s) of intent via the City's selected electronic compliance management system, at the City's option. The letter(s) of intent shall be deemed to be incorporated into this Contract when submitted by {---



-Vendor Reference Name---} and accepted by the City. Any changes to letters of intent or any new letters of intent will also be deemed incorporated into this Contract when submitted by {---Vendor Reference Name---} and accepted by the City.

- 18.3. PAYMENTS TO MWSBES. {---Vendor Reference Name---} shall abide by N.C. Gen. Stat. §143-134.1 (b) and within seven (7) days of receipt by the prime contractor of each periodic or final payment, the prime contractor shall pay the subcontractor based on work completed or service provided under the subcontract. Furthermore, if {---Vendor Reference Name---} has made a Quick Pay Commitment under the CBI Program, {---Vendor Reference Name---} shall comply with any provisions of the Quick Pay Commitment that are more stringent than N.C. Gen. Stat. §143-134.1 (b), but shall also remain bound by N.C. Gen. Stat. §143-134.1(b).

- 18.4. PAYMENT AFFIDAVITS. As a condition to receiving payments under this Contract, {---Vendor Reference Name---} agrees to provide payment affidavits detailing the amounts paid by {---Vendor Reference Name---} to all subcontractors and suppliers receiving payment in connection with this Contract ("Payment Affidavit"). The absence of MWSBE participation on a contract does not relieve {---Vendor Reference Name---} from the obligation to submit payment affidavits.

The payment affidavit shall be submitted at such times as required by the City. In order to properly file a Payment Affidavit, {---Vendor Reference Name---} and all subcontractors and suppliers under the Contract must be registered in the City's vendor registration system and the City's compliance management system. Payment Affidavits shall be in the format specified by the City from time to time. {---Vendor Reference Name---} consents to submit its Payment Affidavits via the City's selected electronic compliance management system, at the City's option. Failure to provide such affidavits within the time period specified by the City shall entitle the City to exercise any of the remedies set forth in the Charlotte Business Inclusion Policy.

## 19. GENERAL.

- 19.1. ENTIRE AGREEMENT/AMENDMENT. This Contract is the parties' entire agreement regarding its subject matter. It supersedes all prior agreements, negotiations, representations, and proposals, written or oral. No change order, amendment, or other modification to this Contract will be valid unless in writing and signed by both {---Vendor Reference Name---} and the City. Clicking "consent" or "agree" electronically when accessing software or a website will not constitute a writing sufficient to bind the City.
- 19.2. RELATIONSHIP OF THE PARTIES. The parties' relationship under this Contract is solely that of independent contractors. Nothing contained in this

Contract shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party has power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.

- 19.3. GOVERNING LAW AND VENUE. North Carolina law will govern all matters relating to this Contract (without regard to North Carolina conflicts of law principles). Any legal actions or proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina, other than actions to enforce a judgment.
- 19.4. ASSIGNMENT/SUBCONTRACTING. Neither party may assign or subcontract any of its rights or obligations under this Contract without prior written consent of the other party. Unauthorized assignments shall be void.
- 19.5. DELAY / CONSEQUENTIAL DAMAGES. The City will not be liable to {---Vendor Reference Name---}, its agents or any subcontractor for or any delay in performance by the City, or for any consequential, indirect, or special damages or lost profits related to this Contract.
- 19.6. SEVERABILITY. The invalidity of one or more provisions of this Contract will not affect the validity of the remaining provisions so long as the material purposes of the Contract can be achieved. If any provision of this Contract is held to be unenforceable, then both parties will be relieved of the unenforceable obligations, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 19.7. PUBLICITY. {---Vendor Reference Name---} may not identify or reference the City or this Contract in any advertising, sales promotion, or other materials without the City's prior written consent of the City *except*: (i) {---Vendor Reference Name---} may list the City as a reference, and (ii) {---Vendor Reference Name---} may identify the City as a customer in presentations to potential customers.
- 19.8. WAIVER. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights. No delay or omission by either party to exercise any right or remedy it has under this Contract shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant.
- 19.9. SURVIVAL. Any provision of this Contract that contemplates performance or observance subsequent to termination or expiration of this Contract shall survive termination or expiration and continue in full force and effect for the period so contemplated

including, but not limited to, provisions relating to warranties and warranty disclaimers, intellectual property ownership, indemnity, payment terms, and confidentiality.

- 19.10. TAXES. {---Vendor Reference Name---} will pay all applicable federal, state, and local taxes that may be chargeable against the performance of the Services.
- 19.11. CONSTRUCTION OF TERMS. Both parties have carefully considered the particular language used in this Contract. The general rule of law that ambiguities are construed against the drafter will not apply.
- 19.12. DAYS. Unless specifically stated otherwise, all references to days in this Contract refer to calendar days rather than business days. Any references to “business days” shall mean the days that the City’s main office at 600 East Fourth Street, Charlotte, NC, is open for the public to transact business.

19.13. CONFLICTS OF INTEREST. {---Vendor Reference Name---} will not take any action that is or is likely to be perceived as conflict of interest under this Contract. {---Vendor Reference Name---} has not made and will not make any gifts to City employees or officials in connection with this Contract.

19.14. COMPLIANCE WITH LAWS. {---Vendor Reference Name---} and its subcontractors will comply with all local, state, and federal ordinances, statutes, laws, rules, regulations, and standards (“Applicable Law”) in performing this Contract. {---Vendor Reference Name---} represents and warrants that each deliverable provided under this Contract will comply with all Applicable Law, including without limitation the Americans With Disabilities Act.

19.15. RESERVED.

## PRICE SCHEDULE

This Attachment is attached and incorporated into the {---Contract Title---} (the "Contract") between the City of Charlotte and {---Vendor Legal Name---} ("{---Vendor Reference Name---}"). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern.

{---Vendor Reference Name---} shall provide the Services detailed in this Contract at rates set forth below.

**[Pricing Table to be Inserted]**

## SCOPE OF SERVICES

This Attachment is attached and incorporated into the {---Contract Title---} (the "Contract") between the City of Charlotte and {---Vendor Legal Name---} ("{---Vendor Reference Name---}"). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern.

## FEDERAL CONTRACTING TERMS

This Attachment is attached and incorporated into the {---Contract Title---} (the "Contract") between the City of Charlotte and {---Vendor Legal Name---} ("{---Vendor Reference Name---}"). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern.

1. **Debarment and Suspension.** {---Vendor Reference Name---} represents and warrants that, as of the Effective Date of the Contract, neither {---Vendor Reference Name---} nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Contract term {---Vendor Reference Name---} or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, {---Vendor Reference Name---} shall notify the City immediately. The Company's completed Vendor Debarment Certification is incorporated herein as provided in this Attachment below.
2. **Record Retention.** {---Vendor Reference Name---} certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. {---Vendor Reference Name---} further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
3. **Procurement of Recovered Materials.** {---Vendor Reference Name---} represents and warrants that in its performance under the Contract, {---Vendor Reference Name---} shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. **Clean Air Act and Federal Water Pollution Control Act.** {---Vendor Reference Name---} agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
5. **Energy Efficiency.** {---Vendor Reference Name---} certifies that {---Vendor Reference Name---} will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** {---Vendor Reference Name---} certifies that:
  - 6.1. No federal appropriated funds have been paid or will be paid, by or on behalf of {---Vendor Reference Name---}, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
  - 6.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, {---Vendor Reference Name---} shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
  - 6.3. {---Vendor Reference Name---} shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
  - 6.4. {---Vendor Reference Name---}'s completed Byrd Anti-Lobbying Certification is incorporated herein as provided in this Attachment below.

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, {---Vendor Reference Name---} must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, {---Vendor Reference Name---} is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
8. **Right to Inventions.** If the federal award is a “funding agreement” under 37 CFR 401.2 and the City wishes to

enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

9. **DHS Seal, Logo, and Flags.** {---Vendor Reference Name---} shall not use the Department of Homeland Security (“DHS”) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. **Federal Government Not a Party.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, {---Vendor Reference Name---}, or any other party pertaining to any matter resulting from the Contract.

## CONFIDENTIALITY TERMS

This Attachment is incorporated into the Contract for Services ("**Contract**") between the City of Charlotte ("**City**") and {---Vendor Legal Name---} ("**Vendor Reference Name**"). Capitalized terms not defined in this Attachment will have the meanings stated in the Contract.

1. "**CONFIDENTIAL INFORMATION**" means any information, in any medium, whether written, oral, or electronic, obtained or accessed in connection with the Contract that is not subject to mandatory disclosure as a public record under North Carolina law, including without limitation the following:

- Trade secrets of the City and its suppliers, contractors, and licensors, including software and technical materials.
- *Information marked "Confidential" or "Proprietary"*
- *Computer security information of the City, including passwords, codes, configurations, security standards and protocols, and other network, device, and system security features*
- *Building plans of City-owned buildings and structures*
- *Plans to prevent or respond to terrorist activity, including vulnerability and risk assessments, potential targets, specific tactics or specific security or emergency procedures, the disclosure of which would jeopardize the safety of government personnel or the general public or the security of any governmental facility, structure, or information storage system(s).*
- *Information contained in the City's personnel files, as defined by N.C. Gen. Stat. §160A-168 (which includes all information gathered by the City about employees, except information which is a matter of public record under North Carolina law)*
- *Personal identifying information of individuals, such as social security numbers, bank account numbers, credit and debit card numbers, birth dates, PIN numbers and passwords*
- *Billing information of customers maintained in connection with the City providing utility services*
- *Attorney / client privileged information disclosed by either party*
- *Names and address of individuals who have received a rehabilitation grant to repair their homes.*
- *Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City*

The Confidential Information listed in italics above is "Highly Restricted Information," which subject to additional restrictions as set forth herein. Confidential Information includes information disclosed prior to execution of this Contract as well as information disclosed after execution.

### 2. RESTRICTIONS.

- 2.1. {---Vendor Reference Name---} shall not copy, modify, enhance, compile, or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
- 2.2. {---Vendor Reference Name---} shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or {---Vendor Reference Name---} having a need to know such Confidential Information for purpose of performing work contemplated by written contracts between the City and {---Vendor Reference Name---}, and who has executed a confidentiality agreement containing substantially the same protections set forth herein. Notwithstanding the forgoing, {---Vendor Reference Name---} shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted of the other to any third party without the City's prior written consent
- 2.3. {---Vendor Reference Name---} shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized in writing by the City, or is for the purpose for which such Confidential Information is being disclosed.
- 2.4. {---Vendor Reference Name---} shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- 2.5. {---Vendor Reference Name---} shall use reasonable efforts to prohibit its employees, vendors, agents, and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
- 2.6. If any demand is made in litigation, arbitration, or any other proceeding for disclosure of Confidential Information, {---Vendor Reference Name---} shall immediately notify the City, and will reasonably assist the City's effort to seek a protective order or other appropriate relief to prevent or restrict any disclosure of Confidential Information.
- 2.7. {---Vendor Reference Name---} will restrict employee access to the Confidential Information to those employees who need to know in order to: (a) fulfill {---Vendor Reference Name---}'s contractual obligations to the City, or (b) resolve a dispute with the City. {---Vendor Reference Name---} will have each employee who will have access to the Confidential Information sign a confidentiality agreement including protections substantially identical to those set forth herein.

- 2.8. {---Vendor Reference Name---} shall comply with the City's Restricted Data Policy, a copy of which is posted on the City's website, and with any instructions or procedures issued by the City from time to time regarding Highly Restricted Information.
- 2.9. {---Vendor Reference Name---} shall ensure that each person who obtains access to Confidential Information through {---Vendor Reference Name---} (including but not limited to {---Vendor Reference Name---}'s employees and subcontractors) has undergone training sufficient to understand his or her responsibilities with respect to this Contract and the City's Restricted Data Policy.
- 2.10. All materials containing Confidential Information shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
3. **EXCEPTIONS.** {---Vendor Reference Name---} shall have no obligation with respect to Confidential Information that {---Vendor Reference Name---} can establish:
- Was already known to {---Vendor Reference Name---} prior to being disclosed by the City;
  - Was or becomes publicly known through no wrongful act of {---Vendor Reference Name---};
  - Was rightfully obtained by {---Vendor Reference Name---} from a third party without similar restriction and without breach hereof;
  - Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, {---Vendor Reference Name---} shall first give to the City notice of such requirement or request;
  - Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that {---Vendor Reference Name---} shall immediately notify the City prior to disclosure, and reasonably assist the City in seeking a protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.



## CBI FORMS

This Attachment is attached and incorporated into the {---Contract Title---} (the "Contract") between the City of Charlotte and {---Vendor Legal Name---} ("---Vendor Reference Name---"). Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Attachment and the terms of the main body of the Contract or any other Attachment or appendix, the terms of this Attachment shall govern.

**Company's completes MWSBE UTILIZATION FORM from Proposal Submission.**  
**Completed CBI Form 4 (Letter of Intent) for each committed Subcontractor**

CBI Form 6: Payment Affidavit – Subcontractor/Supplier Utilization shall be submitted for all invoices including Services rendered utilizing one or more subcontractors. Failure to submit this form as required in **General Services, Section 18.3** may result in delays in processing payments.



### CBI FORM 6: Payment Affidavit - Subcontractor / Supplier Utilization

Per Part D, Section 9 of the CBI Policy, for Contracts of \$10,000 or more, Contractors must submit this form with each request for payment from the City of Charlotte showing work that has been completed and approved for all subcontractors, suppliers, manufacturers, brokers, and / or members of a joint venture in connection with the Contract. Copy this form as needed. The Contractor on the Prime Contract (i.e. prime) is responsible for collecting and submitting CBI Form 6 from all subsequent lower tiers.

Project Name: \_\_\_\_\_

Contractor Name: \_\_\_\_\_ Payment / Invoice # \_\_\_\_\_

Contract Number: \_\_\_\_\_ Invoice Amount: \$ \_\_\_\_\_

Payment Period: From \_\_\_\_\_ To \_\_\_\_\_ City Department: \_\_\_\_\_

FINAL PAYMENT ☐ Check this box only when submitting Final Pay request.

#### Section 1: Payments to SUBCONTRACTORS (MBEs/WBEs/SBEs and Non-MBEs/WBEs/SBEs)

Complete the chart below for all subcontractors used on the Project/Contract regardless of dollar amount. All subcontractors must be registered in the City's Vendor System.

Subcontractor's Name	Certification: MBE/WBE/SBE	Description of Work Performed	NIGP Code	Vendor #	Payments this Period	Cumulative Payments

#### Section 2: Payments to SUPPLIERS

All suppliers providing goods under City contracts must be listed on the Sales Tax Statement submitted with each pay request. The City may request on a case-by-case basis that the Contractor require certain suppliers to be registered in the City's Vendor System and may withhold payment of any amounts due the Contractor in the event the Contractor fails to comply with such request.

The undersigned Business Enterprise certifies the preceding chart is a true and accurate statement of all payments that have been made to subcontractors on this Project/Contract, and that all Suppliers providing goods under this contract have been listed in the Sales Tax Statements submitted to the City in connection with this Payment Affidavit. If no subcontractors or suppliers are listed on the preceding chart or Sales Tax Statements, the Business Enterprise certifies that no subcontractors or suppliers were used in performing the Project/Contract for the payment period indicated. Failure to provide accurate and truthful information is a violation of the Charlotte Business INCLUSION Policy and may result in the sanctions prescribed therein.

This \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature \_\_\_\_\_

Print Name and Title \_\_\_\_\_

#### To be completed by City for FINAL PAYMENT

Total Paid to MBEs:	\$	MBE Goal:	%	MBE Goal Commitment:	%	MBE Goal Attainment:	%
Total Paid to WBEs:	\$	WBE Goal:	%	WBE Goal Commitment:	%	WBE Goal Attainment:	%
Total Paid to SBES:	\$	SBE Goal:	%	SBE Goal Commitment:	%	SBE Goal Attainment:	%
Total Paid to Contractor:	\$						

Version 06-2020

## **SAMPLE CJIS ADDENDUM**

### **FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM**

#### **CERTIFICATION**

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

\_\_\_\_\_  
Printed Name/Signature of Contractor Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Signature of Contractor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization and Title of Contractor Representative